

***United States Court of Appeals  
for the Second Circuit***



**APPENDIX**





ORIGINAL  
**74-1352**

**United States Court of Appeals**

**For the Second Circuit.**

SUSAN G. FURMAN, as Executrix of the Estate of  
ROBERT JAY FURMAN, deceased,  
*Plaintiff-Appellant,*  
*against*

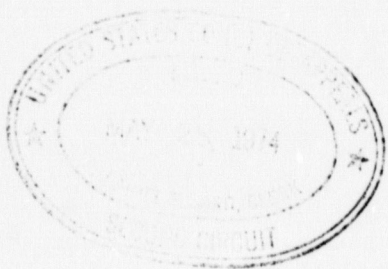
O. E. A., Inc.,  
*Defendant-Appellee.*

APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK.

**APPENDIX.**

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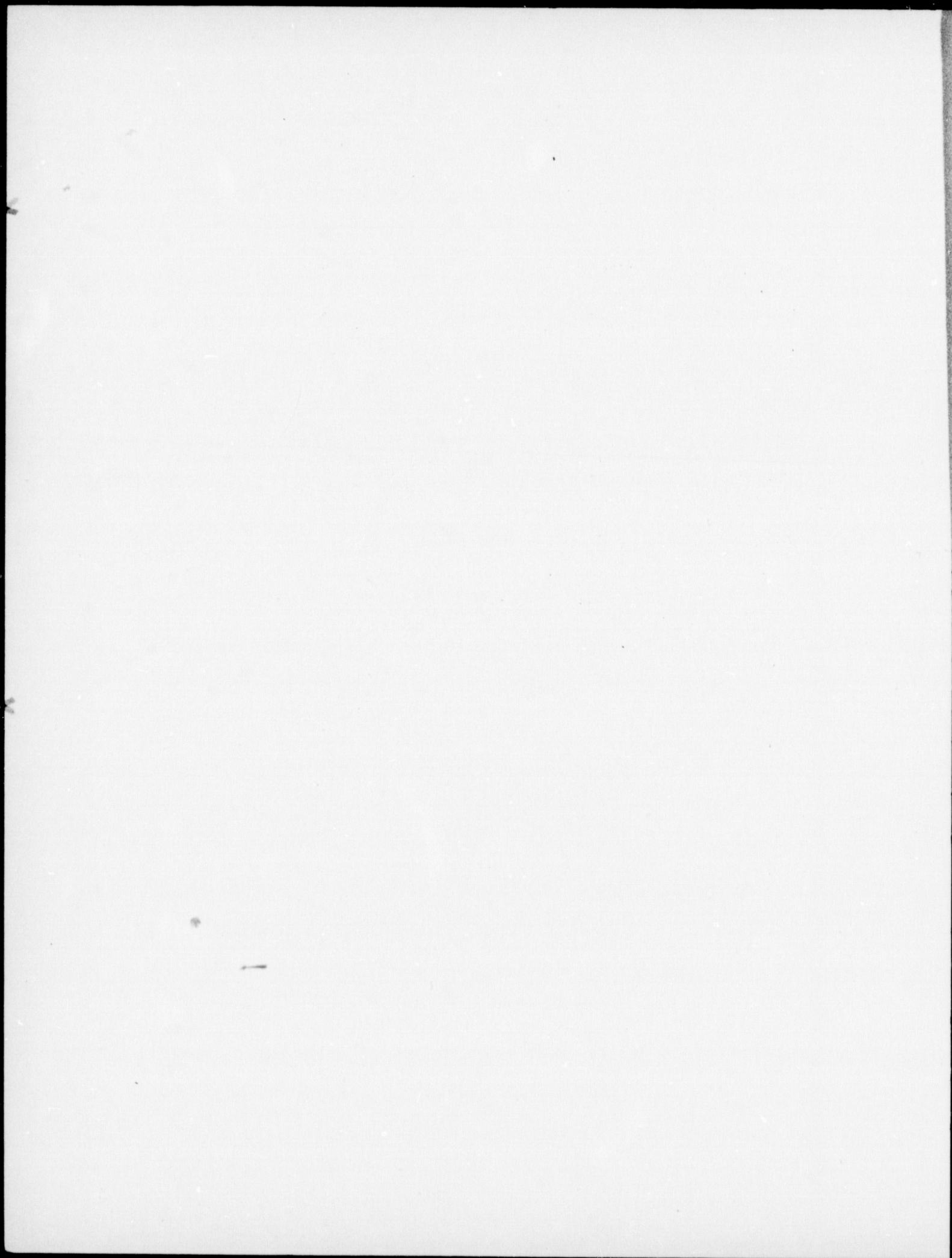


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## United States Court of Appeals

FOR THE SECOND CIRCUIT.

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SUSAN G. FURMAN, as Executrix of the Estate of  
Robert Jay Furman, deceased,

*Plaintiff-Appellant,*

*against*

O. E. A., INC.,

*Defendant-Appellee.*

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APPEAL FROM THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK.

### Relevant Docket Entries.

Date	Proceedings
1973	
Mar. 29	Filed Complaint. Issued Summons.
Apr. 13	Filed Summons and marshals ret. Served: N. Y. Sec. of State on 4/5/73.
Apr. 24	Filed Affidavit of Service of process on unauthorized foreign corp. by David Goldstein with proof of service.
July 10	Filed Dft. Notice of Motion. <i>Re</i> : Dismissing Complaint. ret. 7/26/73.
Oct. 25	Filed deft's supplemental affidavit by Ahmed Kafadar to correct and add in affd vt. of 6-29-73 submitted in support of deft's motion to dismiss.
Oct. 30	Filed plttf's affdvt. by James J. Sullivan in opposition to deft's motion to dismiss complaint.

*Complaint*

1974

- Jan. 29 Filed Opinion #40294—in my prior opinion I indicated that the case would be transferred to the Central District of California 14 days after the decision of these motions. The delay I then suggested now seems inappropriate since the parties have known of the impending transfer for some time and the related case is now actually ready for trial. The case will be transferred immediately. So ordered. Duffy, J. mailed notice (filed in 73 Civ. 642).
- Jan. 29 Filed deposition of deft. OEA, Inc.
- Feb. 27 Filed plttf's notice of appeal from Order entered 1-29-74 which granted the deft. OEA, Inc.'s motion to dismiss for lack of jurisdiction. Mailed copy to: Rogers & Wells. Entered 2-28-74.

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**Complaint.**

Plaintiff, by her attorneys, Kreindler & Kreindler, complaining of the defendant, respectfully alleges:

A FIRST CLAIM FOR WRONGFUL DEATH DAMAGES BASED ON NEGLIGENCE

FIRST: Jurisdiction exists pursuant to 28 United States Code §62 and that at the time of his death, the decedent, Robert Jay Furman and the plaintiff, were citizens of the State of New York, and the plaintiff is presently a citizen of the State of Florida, defendant is a corporation duly organized and existing under the laws of the State of Delaware with its principal place of busi-



*Complaint*

ness in the State of Illinois and does business in the State of New York; and the amount in controversy in each claim exceeds the sum of \$10,000, exclusive of interest and costs.

SECOND: Prior to the commencement of this action, the plaintiff was properly appointed and is acting as Executrix of the Estate of Robert J. Furman, deceased.

THIRD: At the time of his death, the decedent, Robert J. Furman, and the plaintiff were domiciliaries of the State of New York.

FOURTH: Prior to all times mentioned, General Dynamics Corporation, designed, manufactured, assembled, sold, serviced and maintained a certain F-111E aircraft, Serial Number 67-117, to the United States Air Force.

FIFTH: At the time of said sale and at all times mentioned, said aircraft was equipped with various component instruments and systems, including engines, crew escape module, cockpit ejection system and parachute ejection system.

SIXTH: Prior to all times mentioned, McDonnell Douglas Corporation designed, manufactured, assembled, sold, serviced and maintained said crew escape module, cockpit ejection system and/or parachute ejection system for said aircraft to and/or for General Dynamics Corporation and/or the United States Air Force.

SEVENTH: Prior to all times mentioned, defendant OEA, Inc. designed, manufactured, assembled, sold, serviced and maintained the explosive actuating device for said crew escape module, cockpit ejection system and/or parachute ejection system for said aircraft to and/or for McDonnell Douglas Corporation and/or General Dynamics Corporation and/or the United States Air Force.



*Complaint*

EIGHTH: On or about the 23rd day of April, 1971, Robert J. Furman was a Major in the United States Air Force, and an Operations Officer attached to the 6512th Test Squadron, Air Force Flight Test Center, Edwards Air Force Base, California.

NINTH: On or about the 23rd day of April, 1971, Major Robert J. Furman was a member of the crew aboard said aircraft which crashed at the Leach Lake Gunnery Range, north of Edwards Air Force Base, California.

TENTH: Said crash and resulting death of the decedent were caused by the negligence of the defendant through its officers, agents and employees, in that defendant OEA, Inc. carelessly designed, manufactured, assembled, sold, serviced and maintained the explosive actuating device for the crew escape module, cockpit ejection system and/or parachute ejection system of said aircraft; and the defendant was otherwise negligent.

ELEVENTH: Said crash caused the death of Robert J. Furman, deceased, who left surviving his wife, Susan G. Furman, and their three minor children, Deborah Furman, Dawn Furman and Jill Furman, infants, all of whom sustained pecuniary injuries, including loss of support, services, counsel, society, companionship, consortium, care, nurture, training, the prospect of inheritance of future accumulations and other damages.

TWELFTH: By reason of the premises, the plaintiff is entitled to recover said damages in the sum of Nine Hundred Fifty Thousand (\$950,000) Dollars.

A SECOND CLAIM FOR SURVIVAL DAMAGES BASED ON NEGLIGENCE

THIRTEENTH: Plaintiff repeats and realleges each allegation in paragraphs "First" through "Tenth".

*Complaint*

FOURTEENTH: On April 23, 1971, during the flight and prior to and at the time of impact, Robert J. Furman consciously suffered great physical pain and mental anguish in contemplation of impending disaster and death, and as a result sustained damages therefor and loss of accumulation and other damages.

FIFTEENTH: By reason of the premises, the plaintiff is entitled to recover said damages in the sum of One Hundred Thousand (\$100,000) Dollars.

A THIRD CLAIM FOR WRONGFUL DEATH DAMAGES BASED ON  
STRICT LIABILITY

SIXTEENTH: Plaintiff repeats and realleges each allegation in paragraphs "First" through "Ninth" and "Eleventh".

SEVENTEENTH: Prior to April 23, 1971, defendant OEA, Inc. designed, manufactured, assembled, sold, serviced and maintained the explosive actuating device for the crew escape module, cockpit ejection system and/or the parachute ejection system of said aircraft in a manner to render said aircraft component defective and unsafe.

EIGHTEENTH: On April 23, 1971, Robert J. Furman was aboard said aircraft while it was being operated for the use for which it was designed, manufactured, assembled and sold and in a manner reasonably foreseeable by the defendant.

NINETEENTH: Defendant's design, manufacture, assembling, sale, service and maintenance of said explosive actuating device for said crew escape module, cockpit ejection system and/or parachute ejection system of said aircraft caused said defective and unsafe conditions and caused said death and damages.



*Complaint*

TWENTIETH: By reason of the premises, the plaintiff has been damaged in the sum of Nine Hundred Fifty Thousand (\$950,000) Dollars.

A FOURTH CLAIM FOR SURVIVAL DAMAGES FOR THE DEATH OF ROBERT J. FURMAN BASED ON STRICT LIABILITY

TWENTY-FIRST: Plaintiff repeats and realleges each allegation in paragraphs "First" through "Ninth", "Fourteenth" and "Seventeenth" through "Nineteenth".

TWENTY-SECOND: By reason of the premises, the plaintiff is entitled to recover said damages in the sum of One Hundred Thousand (\$100,000) Dollars.

A FIFTH CLAIM FOR WRONGFUL DEATH DAMAGES BASED ON BREACH OF WARRANTY

TWENTY-THIRD: Plaintiff repeats and realleges each allegation in paragraphs "First" through "Ninth" and "Eleventh".

TWENTY-FOURTH: Defendant OEA, Inc. expressly and/or impliedly warranted that the said explosive actuating device for said crew escape module, cockpit ejection system and/or parachute ejection system for said aircraft was airworthy, of merchantable quality and fit and safe for the purposes for which it was designed, manufactured, assembled, sold, intended and used.

TWENTY-FIFTH: Defendant breached said warranties in that said explosive actuating device for said crew escape module, cockpit ejection system and/or parachute ejection system of said aircraft was not airworthy, of merchantable quality or fit and safe for the purposes for which it was designed, manufactured, assembled, sold, intended and used.

*Complaint*

TWENTY-SIXTH: Said crash, death and resulting damages were caused by the breach of said warranties by the defendant.

TWENTY-SEVENTH: By reason of the premises, plaintiff has been damaged in the sum of Nine Hundred Fifty Thousand (\$950,000) Dollars.

A SIXTH CLAIM FOR SURVIVAL DAMAGES FOR THE DEATH OF ROBERT J. FURMAN BASED ON BREACH OF WARRANTY

TWENTY-EIGHTH: Plaintiff repeats and realleges each allegation in paragraphs "First" through "Ninth", "Fourteenth" and "Twenty-Fourth" through "Twenty-Sixth".

TWENTY-NINTH: By reason of the premises, the plaintiff is entitled to recover said damages in the sum of One Hundred Thousand (\$100,000) Dollars.

WHEREFORE, the plaintiff demands judgment against the defendant in the sum of Nine Hundred Fifty Thousand (\$950,000) Dollars on the First, Third and Fifth Claims and in the sum of One Hundred Thousand (\$100,000) Dollars on the Second, Fourth and Sixth Claims, together with interest, costs and disbursements of this action.

KREINDLER AND KREINDLER

Attorneys for the Plaintiff

By STANLEY J. LEVY

A Member of the Firm

Office and Post Office Address

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New York, New York 10016

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**Notice of Motion.**

Please Take Notice that upon the affidavit of William R. Glendon, Esq., sworn to June 29, 1973, and the exhibits attached thereto, the affidavit of Ahmed D. Kafadar, sworn to June 29, 1973, defendant OEA, Inc. will move this Court on July 26, 1973, at the United States District Court, Foley Square, New York, New York, at 9:30 A. M., or as soon thereafter as counsel can be heard, for an order pursuant to Rule 12(b) of the Federal Rules of Civil Procedure setting aside service of the summons and complaint and dismissing the complaint for lack of jurisdiction over the person of defendant, and for such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
June 29, 1973

Yours, etc.

ROYALL, KOEGEL & WELLS  
Attorneys for Defendant  
200 Park Avenue  
New York, N. Y. 10017  
Tel. No. 972-7000

To:

Kreindler & Kreindler, Esqs.  
Attorneys for Plaintiff  
99 Park Avenue  
New York, N. Y. 10016  
Tel. No. MU 7-8181

**Affidavit of William R. Glendon in Support of Motion.**

State of New York,  
County of New York, ss:

WILLIAM R. GLENDON, being duly sworn, deposes and says:

I am a member of the firm of Royall, Koegel & Wells, attorneys for defendant, OEA, Inc., and am admitted to practice before this Honorable Court. I am familiar with the facts and pleadings in this action. I submit this affidavit in support of defendant's motion to set aside service of the summons and complaint, and dismiss the action, for lack of personal jurisdiction over defendant, pursuant to Rule 12(b) of the Federal Rules of Civil Procedure.

The instant action is a wrongful death action brought by the executrix of the estate of Robert Jay Furman, deceased. Robert Furman, an Air Force Major, was killed on April 23, 1971, in the crash of United States Air Force F-111E aircraft. The crash occurred in California. Defendant OEA, Inc. is the manufacturer of a component part of said aircraft, an explosive actuating device used in connection with the pilot escape system. Plaintiff, in causes of action in negligence, strict liability, and breach of warranty, alleges that the crash and damages were caused by the acts of defendant.

Federal jurisdiction is based upon diversity of citizenship, OEA, Inc. being a foreign corporation. It is further alleged in the complaint that defendant "does business in the State of New York" (Complaint, para. 1). Service of the summons and complaint was made pursuant to Section 307 of the Business Corporation Law of the State of New York. Section 307 provides for a manner of service of process of unauthorized foreign corporations. It provides in part that:

"In any case in which a non-domiciliary would be subject to the personal or other jurisdiction of



*Affidavit of William R. Glendon in Support of Motion*

the courts of this state under article three of the civil practice law and rules, a foreign corporation not authorized to do business in this state is subject to a like jurisdiction."

Pursuant to said section, purported service was made on defendant by delivering a copy of the summons and complaint to the Secretary of State of the State of New York on April 5, 1973, and by mailing a copy of the summons and complaint (together with a notice of service on the Secretary of State of the State of New York) by registered mail to the Secretary of State of Delaware, defendant's place of incorporation, on April 11, 1973, and to the defendant at its principal place of business in Des Plaines, Illinois on April 12, 1973. Attached hereto as Exhibit A is a copy of the summons, complaint, notice, and proof of service.

Service of process under Section 307 of the Business Corporation Law is thus valid only if defendant is subject to the jurisdiction of the State of New York under either Section 301 of New York's civil practice law and rules, the traditional "doing business" test in which defendant must be present in the State not occasionally or casually, but with a fair measure of permanence and continuity, or under CPLR 302, New York's long-arm statute which requires certain minimal contacts with New York in order to establish jurisdiction within statutory and constitutional limits and further requires that the cause of action arise out of these contacts, a situation not present in the instant case. As noted above, plaintiff has alleged in the complaint that defendant "does business" in New York, the test under CPLR 301.

Attached hereto, as Exhibit B, is the affidavit of Ahmed D. Kafadar, the president of defendant, which sets forth facts showing that OEA, Inc. is not doing or transacting any business in New York, and has not committed any acts in New York or had any other contacts with New

*Affidavit of Ahmed D. Kafadar in Support of Motion*

York which would subject it to New York jurisdiction under any of the New York jurisdictional statutes. Although a recently acquired subsidiary of OEA, Inc., which is operated completely independently, does have one New York customer, the law is clear that acts in the State of an independent subsidiary do not subject a parent corporation to jurisdiction, particularly when these acts are completely unrelated to the cause of action sued upon.

Submitted herewith is a memorandum of law establishing that, on the facts of this case, defendant is not subject to jurisdiction in New York nor subject to the jurisdiction of this Court.

WHEREFORE, defendant respectfully requests that its motion seeking an order, pursuant to Rule 12(b) of the Federal Rules of Civil Procedure, setting aside service of the summons and complaint and dismissing the action for lack of jurisdiction, be granted.

(Sworn to by William R. Glendon, June 29, 1973.)

---

**Affidavit of Ahmed D. Kafadar in Support of Motion.**

State of Illinois,

County of Cook,           ss:

AHMED D. KAFADAR, being duly sworn deposes and says:

I am President of OEA, Inc. (hereinafter "OEA"), the defendant in the above-entitled action. OEA is a Delaware corporation with its principal office in Des Plaines, Illinois. It is a public company with its stock listed on the American Stock Exchange. OEA manufactures and sells, primarily to suppliers to the Defense Department, explosive actuating devices used in personnel escape systems for high speed aircraft. OEA manufactured the



*Affidavit of Ahmed D. Kafadar in Support of Motion*

explosive actuating device which was a component part of the F-111E aircraft referred to in the instant complaint.

The particular explosive actuating device involved in this lawsuit (as well as other similar devices) was manufactured by defendant in Illinois and shipped to McDonnell-Douglas Corporation in St. Louis, Mo. for installation in a pilot escape module manufactured by McDonnell-Douglas. The completed module was in turn shipped by McDonnell-Douglas to General Dynamics Corporation in California for installation in the F-111E aircraft manufactured by General Dynamics.

OEA does not do business in New York or regularly solicit business in New York. It is not authorized to do business in New York and does not pay any taxes in New York. It has no New York customers, does not ship any of its products into New York State, and does not have any inventory in New York State.

OEA does not have any offices, plants, warehouses, employees, salesmen or representatives in New York. It does not own or rent any property in New York, does not have any bank accounts in New York, and does not have a New York mailing address or telephone number. It does not send catalogues into New York. Normally, it is the nature of OEA's business that an aircraft manufacturer will call upon OEA when it either has, or is in the process of bidding for, a government contract to build an airplane, although on occasion OEA itself will call upon such a manufacturer if OEA hears that it has obtained or is bidding for such a government contract.

The only contact by OEA with New York that I can recall since its inception is one isolated sale to a New York customer approximately 15 years ago, and two isolated attempts by OEA representatives to solicit business from two New York customers approximately 4 or 5 years ago, both of which attempts were unsuccessful and did not result in any business. These were completely un-

*Affidavit of Ahmed D. Kafadar in Support of Motion*

related to anything involved in this action. Other than this, OEA personnel do not and have not travelled to New York to seek business.

In March, 1971, after the products involved in this lawsuit were made, OEA acquired all of the stock of Explosive Technology, Inc. (hereinafter "ET"). I am a director of ET. ET is a California corporation with its principal and only office in Fairfield, California. ET does not sell or ship any OEA products to New York and does not act as OEA's agent. ET is run completely separately and independently from OEA. The officers who run ET, its president, Mr. Frank Burkdoll, and its executive vice president, Mr. Ben Huber, were with ET at the time of its acquisition. All books and records of ET are maintained separately at its California place of business.

ET does not maintain any offices, salesmen or representatives in New York, does not own or rent real estate in New York, and does not send catalogues to New York. At the time of OEA's acquisition of ET, ET was doing business with one New York customer, Grumman Aircraft Engineering Corp. of Bethpage, New York. ET still does business with Grumman, but all of this business derives from the contracts entered into prior to the acquisition, and simply consists of follow on orders from the original contracts.

(Sworn to by Ahmed D. Kafadar, June 29, 1973.)



**Supplemental Affidavit of Ahmed Kafadar in Support of Motion.**

State of New York,  
County of New York, ss:

AHMED KAFADAR, being duly sworn, deposes and says:

I submit this supplemental affidavit to correct and add to the information contained in my affidavit of June 29, 1973, submitted in support of defendant's motion to dismiss for lack of jurisdiction over defendant OEA, Inc. ("OEA"). I apologize to the Court for any inconvenience this supplemental affidavit may cause. The additions involve items unrelated to the products involved in this action.

In the last four years OEA has shipped approximately \$900,000 of goods to or through New York. The products shipped are not those involved in the instant action. Approximately \$620,000 of this amount involved jet aircraft parts (bomb ejectors) sold to Boeing Aircraft Corp. of Seattle, Washington. These parts are shipped, f.o.b. Illinois, to various air force bases throughout the United States as directed by Boeing. The \$620,000 mentioned above were shipments of the ejectors, f.o.b. Illinois, to Plattsburgh Air Force Base, Plattsburgh, New York as directed by Boeing.

The remaining shipments to New York break down into two categories. Certain replacement parts for the F-4 jet aircraft were sent, through New York, overseas to various foreign countries and foreign air forces, such as the government of Israel. The orders are usually placed by a New York procurement office of the foreign government with directions to ship the goods to overseas freight forwarders located in New York.

The other category of goods shipped to New York are parts, mainly thrusters, used in connection with the escape chutes of the Boeing 747 aircraft. Various airlines, including many foreign airlines, order replacement thrust-

*Supplemental Affidavit of Ahmed Kafadar in Support of  
Motion*

ers (and related parts) with directions for delivery to New York, often to the airline's terminal at John F. Kennedy International Airport, sometimes for reshipment overseas. All such goods are shipped pursuant to orders received at OEA in Illinois, and the goods are shipped f.o.b. Illinois.

In January, 1973, OEA appointed Cornhill Commercial Co., Inc., New York, New York, as its sale representative for overseas sales. Although located in New York, Cornhill does not make any sales in New York but is limited to sales abroad. All such orders obtained by Cornhill are sent to and accepted by OEA in Illinois.

Explosive Technology Inc. ("ET"), the independent subsidiary of OEA referred to in my original affidavit, in addition to its business with Grumman, has sold and sells in New York an item of firefighting equipment called Jet Axe, again a product completely unrelated to the product involved in this lawsuit. Two independent distributors in New York handle Jet Axe. The total sales of Jet Axe in New York in 1972 were approximately \$3,500. Orders for Jet Axe are accepted at ET's California office and shipments are f.o.b. California.

(Sworn to by Ahmed Kafadar, October 11, 1973.)



**Affidavit of James J. Sullivan in Opposition to Motion.**

State of New York,  
County of New York, ss:

JAMES J. SULLIVAN, being duly sworn, deposes and says:

I am an attorney associated with the firm of Kreindler & Kreindler, attorneys for the plaintiff herein and am fully familiar with the facts and circumstances of this action. This affidavit is submitted in opposition to the defendant's motion for an Order setting aside service of the Summons and Complaint and dismissing the Complaint for lack of jurisdiction over the person of the defendant. Said motion is being made pursuant to Rule 12(b) of the Federal Rules of Civil Procedure.

The sole basis for the defendant's motion is that OEA is not doing business in New York. Notwithstanding the defendant's allegations as they are set forth in its memorandum of law and affidavits attendant to this motion, it is respectfully submitted that OEA is, in fact, "doing business" in New York on a regular systematic and continual basis.

This action arises as a result of a crash on April 23, 1971 of an Air Force F-111E aircraft, Serial Number 67-117, at the Leach Lake Gunnery Range, approximately 70 nautical miles north of Edwards Air Force Base, California. The action seeks damages for the wrongful death of Major Robert J. Furman, who, at the time of his death, was a citizen and permanent legal resident of the State of New York and an Operations Officer in the United States Air Force attached to the 6512th Test Squadron. Major Furman and another crew member, Major James W. Hurt, III made an unsuccessful capsule ejection and were killed. Their deaths were apparently caused by a malfunction in the parachute ejection system, resulting in a failure of the canopy of the capsule to separate as it was designed to do.

*Affidavit of James J. Sullivan in Opposition to Motion*

On March 29, 1973 this action was commenced against OEA, Inc., the manufacturer of the explosive actuating device in the cockpit ejection system, in the United States District Court, Southern District of New York (73 Civ. 1320 LWP). Service of process on OEA was completed in accordance with Section 307 of the New York Business Corporation Law and the required affidavits of service were filed with this Court on April 24, 1973. On June 29, 1973 the defendant noticed the instant motion to dismiss the plaintiff's Complaint. Although the original return date for said motion was July 26, 1973 three adjournments were stipulated to by the parties, the last of which set the return date for October 31, 1973. It should be pointed out that the above mentioned adjournments were necessary to enable the plaintiff to examine documents produced by the defendant and also to depose Mr. Ahmed Kafadar, Chairman of the Board and President of OEA. The document production and deposition of Mr. Kafadar were completed on September 7, 1973 and October 11, 1973 respectively.

As a result of the pre-motion discovery referred to above, it is absolutely clear that the defendant does have regular systematic and continual minimum business contacts within this State. Thus, OEA's corporate "presence" in New York is sufficient to warrant this Court's finding that the defendant is "doing business" as that term has been construed under CPLR §301.

It is significant to point out at the outset that the defendant's original motion papers and particularly the June 29, 1973 affidavit of Ahmed Kafadar (Exhibit "A") are clearly inaccurate. This is established by the subsequent supplemental affidavit of Mr. Kafadar dated October 11, 1973 (Exhibit "B").

In contrast with Mr. Kafadar's statement in his June 29, 1973 affidavit (Exhibit "A") that "OEA does not do business in New York", it is now conclusively established that:



*Affidavit of James J. Sullivan in Opposition to Motion*

A. During the years 1969-1972 OEA shipped \$900,000 worth of goods into or through New York. (Exhibit "B").

B. Presently, and for the past three years OEA has consistently and regularly sold, shipped and delivered to the New York offices of major domestic and International air carriers, replacement parts for their 747 type aircraft. (See Kafadar Deposition, 8-25, dated October 11, 1973).

C. For the past three years, OEA's Chief Executive Officer, Mr. Kafadar, and other OEA employees have made several trips into New York (Exhibit "C") for the purpose of:

- i. meeting with other New York corporations to discuss joint bidding on federal contracts.
- ii. debriefing potential customers on various OEA proposals.
- iii. meeting with potential customers regarding a submitted OEA proposal.
- iv. meeting with other New York corporations to review mutually interesting research projects.

D. Since January 24, 1973, Cornhill Commercial, Inc., a New York based corporation, has been OEA's sole distributor for the sale and exportation of the defendant's products. (Exhibit "D").

These in-state corporate activities by OEA (A-D) have not occurred without regularity. Rather, they are part of a systematic approach by the defendant to market its products in New York. Moreover, at the deposition of Mr. Kafadar, the Chief Executive officer of OEA, he clearly implied that the defendant intends to continue such activities in the future.

The defendant's sales of replacement parts to commercial airline companies in New York are not casual or oc-

*Affidavit of James J. Sullivan in Opposition to Motion*

casional either. Moreover, it appears that these airlines can only secure such replacement parts from OEA. Thus, these companies are in effect a captive audience for OEA. Specifically, the commercial airlines involved include virtually all domestic or foreign carriers that are flying the Boeing 747 (See Kafadar Deposition, 8-25, dated October 11, 1973).

OEA's attempts to do business with the relatively few government aircraft contractors in New York are also systematic and regular. While the actual mechanics involved in securing such business is unique to the industry *viz*, proposals and bidding, OEA makes it a point to stay abreast of which government aircraft contracts are awarded to New York contractors. In doing so the defendant is then in a position to submit a timely business proposal to companies such as Grumman Aerospace, Bethpage, New York. (See Kafadar Deposition, at 19, dated October 11, 1973).

Finally, OEA's agreement with Cornhill Commercial (Exhibit "D") is yet another manifestation of the defendant's contracts with New York. Pursuant to that agreement, Cornhill, a New York corporation, is OEA's sole distributor for the sale and exportation of the defendant's product. While the letters exchanged do not spell out all the specifics of this agreement, it is clear that OEA has agreed with Cornhill Commercial of New York to use Cornhill as a base of operations for the marketing and sale of the defendant's products overseas.

It is respectfully submitted by the plaintiff that the exhibits attendant hereto and Mr. Kafadar's statements at his deposition substantiate the regular and systematic nature of OEA's business contacts in New York. Thus, when viewed in their totality, the defendant's acts require a finding that OEA is "doing business" in New York. The pre-motion discovery conducted by the plaintiff es-



*Affidavit of James J. Sullivan in Opposition to Motion*

establishes that OEA has regular and systematic "minimal contacts" with New York and, therefore, the motion to dismiss should be denied.

In addition to OEA's direct business contacts in New York, it is also "doing business" in New York via its wholly owned and wholly controlled subsidiary Explosive Technology, Inc. (hereinafter referred to as E.T.).

Like OEA, E.T. is basically a component parts supplier for government contractors in the aircraft and aerospace industry. The significant part of E.T.'s product line includes linear explosive cords ("X cords and jet cords"). This product, as well as other devices and systems are used in various aircraft and aerospace systems. E.T. also manufactures a product known as "Jetaxe" which is not necessarily oriented to defense industry customers.

Since its acquisition by OEA from Ducommun in March of 1971, E.T.'s five member Board of Directors has been dominated and controlled by OEA personnel (Exhibit "E"). More importantly, E.T.'s corporate treasurer is also an OEA personality. In contrast, it was not until the Fall of 1972 that an E.T. personality was able to acquire a directorship (one seat) on the OEA nine member Board of Directors. (Exhibit "E").

Aside from OEA's administrative and financial custody over E.T., Mr. Kafadar, Chairman/President of OEA and Chairman of E.T., stated that his personal approval is necessary before E.T. can enter into sales agreements in excess of \$100,000. (See Kafadar Deposition, at 60, dated October 11, 1973). Further there is evidence that since E.T.'s acquisition by OEA, E.T. has received several substantial loans from OEA. (Exhibit "F"). While E.T.'s dependence on OEA may not be apparent OEA's control over E.T. is clear. Thus, E.T.'s corporate autonomy is so minimal that it would be more accurate to describe E.T. as an incorporated division of OEA.

*Affidavit of James J. Sullivan in Opposition to Motion*

Like OEA, E.T.'s business and corporate activities in New York are substantial. E.T.'s technique in acquiring customers for their aircraft and aerospace product line items are identical. E.T. has regularly and systematically submitted proposals to defense contractors in New York in an effort to sell their products. (Exhibit "G"). While all such proposals do not ultimately result in sales for E.T., its defense market exposure in New York is substantial. As a result of the previously mentioned pre-motion discovery proceedings, it is now established that:

A. E.T. has and is continuing to sell certain of their products to Grumman Aircraft, located in New York, pursuant to a contract with Grumman to supply certain component parts for the F-14 project. The approximate value of such sales to Grumman is in excess of one million dollars. (See Kafadar Deposition, at 57, dated October 11, 1973).

B. E.T. has regularly in the past, and is continuing to, submit proposals for potential sales to government defense contractors in New York (Exhibit "G").

i. Grumman Aircraft Corp., located in Bethpage, New York.

ii. Fairchild Industries, located in Farmingdale, New York.

iii. General Electric Co., located in Schenectady, New York.

C. Between the dates November 11, 1970 and March 3, 1973, E.T. officers and employees have travelled to New York in excess of eighty (80) times, for the purpose of visiting their New York based customers to discuss and/or negotiate business (Exhibit "H").

D. At the present time, E.T. has exclusive franchising agreements with two New York companies for the pur-



*Affidavit of James J. Sullivan in Opposition to Motion*

pose of having such companies sell and distribute the E.T. product known as "jetaxe". In 1972 alone, "jetaxe" sales in New York were in excess of \$3,500.00 (Exhibit "I"). In fact, at the present, these franchises carry an inventory stock of "jetaxe" in their New York offices valued at approximately \$2,500.00 (Exhibit "I").

It is respectfully submitted that the defendant, through the business activities of its wholly owned and wholly controlled subsidiary E.T. is "doing business" in New York on a regular and systematic basis. E.T.'s activities mentioned above (A-D) as a controlled subsidiary of OEA, are sufficient minimum contacts within this state to warrant a finding that both E.T. and OEA are "doing business" in New York. Such a conclusion by this Court under the facts and circumstances as they are now known would not offend traditional notions of fair play and substantial justice.

WHEREFORE, your deponent respectfully requests that this Court enter an Order denying the defendant's Motion to Dismiss the Complaint for lack of jurisdiction over the defendant and for such other and further relief as this Court may deem just and proper.

(Sworn to by James J. Sullivan, October 29, 1973.)

**Reply Affidavit of Thomas W. Towell, Jr., in Support  
of Motion.**

State of New York,  
County of New York, ss:

THOMAS W. TOWELL, Jr., an attorney at law associated with Rogers & Wells, attorneys for defendant OEA, Inc. ("OEA") being duly sworn, deposes and says:

The plaintiff has not been able to establish that OEA is doing business in New York, and, accordingly, has not been able to show that OEA is subject to jurisdiction under CPLR 301. Plaintiff makes broad general statements and summaries of the facts concerning the activities of OEA. But the facts reveal that here there is no continuity of action from a permanent locale as required by CPLR 301. The facts only show that OEA ships some goods into the State, an event which has never been held sufficient to subject a foreign corporation to jurisdiction in New York.

**ACTIVITIES OF OEA**

*A. The Shipment of Goods*

It is undisputed that OEA is a foreign corporation that has no employees in New York, no offices here, no telephone listings here, no inventory here, does not advertise here (or elsewhere), has no bank accounts here, and pays no taxes here. It does not have a catalogue of its products. (K26)\*

Plaintiff points to the fact that defendant has shipped approximately \$900,000 worth of goods into or through New York during a four-year period. All of these goods were shipped FOB Illinois by means of independent carriers pursuant to orders sent to and accepted in Illinois.

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\*Numbers preceded by the letter "K" refer to page numbers of the deposition of Ahmed Kafadar, president of OEA.



*Reply Affidavit of Thomas W. Towell, Jr., in Support of Motion*

Even if this total amount were all sales to New York companies, and did not include many shipments that merely passed through New York, OEA would not be subject to jurisdiction.

Of this \$900,000, approximately \$619,000 involved bomb ejectors manufactured for and sold to Boeing Company in Seattle, Washington, all in one fiscal year. Boeing of Washington gave directions to OEA to ship bomb ejectors to various air force basis all over the country. The \$619,000 represents bomb ejectors shipped at the direction of Boeing to Plattsburgh Air Force Base, Plattsburgh, New York.

Of the remaining amount, approximately \$281,000,\*\* many were again, sales to companies located outside of New York, or overseas, with directions from that company to ship to a point in New York, or in many instances to an overseas shipping terminal in New York. Others involve sales to a New York office of a foreign airline, with shipment to a terminal in New York often for reshipment overseas.

Aside from the bomb ejectors, the parts involved are of two basic kind. The first is replacement parts for the F-4 jet aircraft presently in use by the air forces of Israel and Iran. All of such parts were for shipment overseas and merely passed through New York.

The other type is replacement thrusters and recharges for the Boeing 747 aircraft. OEA manufactured this part for Boeing Company of Seattle, Washington, and still does. Various airlines all over the country, as well as overseas airlines, who have purchased 747's from Boeing order replacement thrusters and rechargers from OEA which is the only supplier of such parts. Most of these

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\*\*OEA's total sales in this same four-year period were over \$19 million (Exhibit 9).

*Reply Affidavit of Thomas W. Towell, Jr., in Support of Motion*

parts shipped to New York were in fact for a foreign airline. Mr. Kafadar testified that airlines who buy 747's from Boeing of Seattle, Washington, are told by Boeing that OEA is the source for these replacement items. (K26, 29) OEA does not contact these airlines, rather the airlines contact OEA. (K30)

OEA personnel never came into New York in connection with any of the \$900,000 worth of parts. Clearly the mere shipment of these replacement parts pursuant to orders received and accepted by OEA in Illinois does not constitute doing business under CPLR 301.

*B. The Trips to New York*

Trips to New York to solicit or promote business for an out-of-state enterprise have not been held sufficient to subject a foreign corporation to jurisdiction under CPLR 301. Here, the trips, few and far between as they were, did not even result in any business, were not connected with anything in this lawsuit, and were not even in connection with the replacement parts referred to in Point A above.

Plaintiff's broad summarization of these trips (while merely attaching the expense sheets) on p. 4 of Mr. Sullivan's affidavit is overly broad to say the least. Specifically, the trips are as follows:

1. A trip in 1970 by Mr. Kafadar to a New York company called Carlton Controls to see whether OEA should acquire it. It was not acquired; it is not and never was a customer of OEA; nor did OEA ever enter into any kind of business with Carlton. (K33-34)

2. A trip in 1970 by Mr. Kafadar and Mr. Olson, vice president of OEA, to Grumman aircraft to bid on two parts for the F-14 aircraft which Grumman was going to produce. OEA was unsuccessful, no business was obtained, and Grumman has never been a customer of OEA. (K28-29, 38, 40)



*Reply Affidavit of Thomas W. Towell, Jr., in Support of Motion*

3. Plaintiff also is referring here to three trips, as shown on the expense sheets, to Frankfurt Arsenal. One was in 1970, one in 1971, and one in 1973. This facility is not located in New York. It is a government arsenal and research facility located in Philadelphia, Pennsylvania.

4. Three trips in 1970 by a Mr. Woodruff which were solely for the business of Matthewson Tool Co., not for OEA. (K41-43)

*C. The Independent Distributor*

Cornhill Commercial Co. was and is an exporter and importer primarily to mid-eastern countries, even before it had any relationship to OEA. (K51) It is an independent, unaffiliated corporation. On January 24, 1973, Cornhill was appointed export distributor for overseas buyers of certain parts. The agreement with Cornhill reads in its entirety as follows (Ex. 3):

"Pursuant to our discussions regarding marketing abroad of our products in particular and some airplane parts in general, we have decided to appoint you as our sole expert distributor for the sale and exportation of such parts as follows:

1. All inquiries and orders which OEA receives for or from buyers overseas, with the exception of direct procurement by established airlines customers for the Boeing 747 component parts or assemblies.
2. All inquiries and orders which you may receive for OEA products and other airplane parts will be forwarded to OEA for execution.

We trust that this arrangement will promote sales to our mutual benefit and look forward to a pleasant relationship."

*Reply Affidavit of Thomas W. Towell, Jr., in Support of Motion*

Mr. Kafadar testified that Cornhill will be the distributor for certain replacement items for Iran and Israel where the F-4 aircraft is currently in use, and, if Turkey and Greece buy F-4 aircraft, hopefully Cornhill will supply those countries also. (K51)

Cornhill does not solicit sales, or sell, or advertise, or distribute any of defendant's products in New York State. Cornhill does not act as its New York distributor or agent, and Cornhill is not a New York "base of operations" as Mr. Sullivan would have it.

Even the existence of an independent New York distributor or agent to make sales in New York does not subject a foreign corporation to jurisdiction in New York. Clearly where the distributor does not even make sales in New York, jurisdictional requirements are not met.

ACTIVITIES OF ET

Plaintiff's argument that OEA is subject to jurisdiction in New York because of the activities of a subsidiary, Explosive Technology, Inc. ("ET") is without merit, and simply ignores the case law on this point. The test in determining whether the activities of a subsidiary can be attributed to a parent is whether the subsidiary is the *alter ego* of the parent, *i.e.*, whether the subsidiary has no independent existence but is only an instrumentality to carry out activities of the parent. Here there is absolutely no such relationship and plaintiff does not even attempt to point to any facts establishing such a relationship. In the instant case ET was acquired in 1971 as an independent going concern with its own sales and products. It does not carry out activities of OEA.

Plaintiff relies solely on (a) the fact that ET is a wholly-owned subsidiary; (b) some officers and directors of OEA are also directors and, in one instance, an officer of ET; and (c) that at times OEA has



*Reply Affidavit of Thomas W. Towell, Jr., in Support of Motion*

made loans to ET. Each of these factors does give an element of "control" as Mr. Sullivan points out. But these factors are present in practically every parent-sub-sidiary relationship. Yet the Courts have never held that these factors subject a parent to jurisdiction because of activities of the subsidiary.

Here it is not disputed that all the corporate formalities were followed by ET. Separate books and records are maintained. The business of ET is separate than that of OEA, and, perhaps more importantly, the business of ET is the same now as it was before it was acquired. (K72) Its business activities and products are different than OEA's. Mr. Kafadar testified that ET makes its own sales and marketing policy. (K61) Its offices and manufacturing plants are in California. It does not sell or distribute OEA products and none of its income is derived in any way from products manufactured by OEA.

All of the periodic loans made by OEA to ET were paid back on a regular, consistent basis and have been paid back in full. In fact aside from a loan assumed by OEA when it purchased ET from a third party in April 1971, and two loans made immediately after the acquisition, there has been only one loan, in July 1972. The loans ET has with banks are not guaranteed by OEA.

ET is run by the same personnel, Mr. Burkdoll and Mr. Huber, who managed it before it was acquired by OEA. Mr. Kafadar, as Chairman of the Board of ET, naturally has a voice in its affairs and his approval is obtained for expenditures over \$100,000. (K60-61)

OEA is not doing business in New York on its own or through any subsidiary. It is not subject to jurisdiction in New York.

WHEREFORE, defendant's motion to dismiss must be granted.

(Sworn to by Thomas W. Towell, Jr., November 7, 1973.)

**Excerpts From Kafadar Deposition.**

(6) Q. Do the products of OEA and ET complement each other? Do the two companies ever compete for a particular job? A. No, they don't. They complement and supplement each other, yes.

Q. Mr. Kafadar, I show you this three page document and ask if this is a copy of an original, and ask whether or not this is your signature at the end of it? A. Yes, it is my signature.

Q. This is an affidavit that you prepared in aid of OEA's motion to dismiss this case for lack of jurisdiction in New York; is that correct? A. That's right.

Q. I understand that a supplemental affidavit has been prepared by your counsel, and I am wondering whether or not that affidavit has been signed by you?

Mr. Towell: Yes. I have a copy of it here. It's not the copy, it's the original.

Mr. Friedman: I ask that the June 29, 1973 affidavit signed by Mr. Kafadar be marked as Plaintiff's Exhibit 1 for identification.

(Affidavit was marked Plaintiff's Exhibit 1 for identification, as of this date.)

\* \* \*

(9) is one isolated sale to one New York customer, approximately 15 years ago, and two isolated attempts by OEA representatives to solicit business from two New York customers approximately four or five years ago; both of which attempts were unsuccessful and did not result in any business?

Mr. Towell: We will stipulate that that's what the affidavit says.

Q. Mr. Kafadar, isn't it a fact that from August 1, 1969 to July 31, 1970 that OEA shipped products to Alitalia Airlines at JFK International Airport in New York? A. We supplied these thrusters.



*Excerpts From Kafadar Deposition*

Q. That is not my question. Did you ship any products, which maybe a thruster, and the invoice that I am looking at does refer to a thruster, to Alitalia Airlines?  
A. Yes, I believe so.

Mr. Friedman: I would like to state for the record that the invoice I am reading from was produced at the discovery and inspection session held at this office on September 13, 1973, and that this particular invoice was part of Plaintiff's Exhibit 7 at that discovery and inspection session.

(10) Q. During the course of that period earlier referred to, August 1970 to July 31, 1971, did you make more than one shipment to Alitalia Airlines to JFK; and there are three invoices that indicate it? A. If there are three invoices, we must have made three shipments.

Q. During the same period, did you also sell a recharge kit to American Airlines, Inc., at an address given on this invoice at 633 Third Avenue, New York, New York? A. I believe so.

Q. There is another invoice here, Mr. Kafadar, that indicates that you sold a thruster to American Airlines at the same address in New York; is that correct, on a separate occasion? A. Right.

Q. And on another and separate occasion, again a thruster was sold to American Airlines in New York; is that correct? A. I don't recall these, but you are reading from those, and I assume they are correct. I cannot recall these things; the dates and all these things.

Mr. Towell: We have produced all these documents, and we stipulate that they show various (11) sales and shipments.

Mr. Friedman: I think this was stipulated to at discovery and inspection, that these invoices were kept in the regular course of business, and that these are true copies of the originals.

*Excerpts From Kafadar Deposition*

Mr. Towell: Correct.

Q. In addition to the three invoices that I already referred to, there are five more separate occasions on which OEA sold various products to American Airlines in New York; a thruster, a recharge kit, two thrusters, another thruster and another thruster. A. We will be selling the same things; thrusters and rechargers.

Q. During the same period, Mr. Kafadar, did you also sell a thruster to British Overseas Airways Corporation, whose address is in Jamaica, New York? A. I believe so.

Mr. Towell: Mr. Kafadar, if you don't have specific recollection of these things, your answer maybe ambiguous.

The Witness: This is what I am tryig to say, because I have no independent recollection of these things. So I assume, since you are reading from those invoices the invoices are exact duplicates, because (12) I am not personally advised when they are shipped.

Q. I will let you read these, Mr. Kafadar, and tell me whether or not I am reading them correctly.

Mr. Towell: I don't think that's the point. These have been produced as business records of OEA, and we will stipulate that they do show various shipments and sales.

I don't want to curtail your examination, at all, but I just don't quite see the point of reading from one and then another. You have been given all of the invoices for a three or four year period, and we are not disputing it.

Mr. Friedman: I would like to simply clarify the record for the purposes of this motion, so all the material will appear in the transcript that will result as of this meeting, so the court does not have to look through all these invoices.



*Excerpts From Kafadar Deposition*

Mr. Towell: We can stipulate, as attorneys, as to what they add up to and even in the supplemental affidavit, it refers to some total figures. But we are not disputing as to what is shown in any of these invoices.

Mr. Friedman: I would like to go through the various companies to which OEA has sold in (13) New York, and ask Mr. Kafadar to examine the invoices to verify that fact.

Q. The supplemental affidavit that you referred to is a condensation and does not refer to the names of the companies that I am mentioning, and does not give their addresses. All these are various reasons for doing it this way.

Mr. Towell: We will stand by what is shown in the invoices, and their addresses. There is no question that these sales and shipments were made.

Mr. Friedman: I would like to go through this to see who the customers and recipients of OEA customers are.

The Witness: I should like to repeat, that I have no recollection of each one as such, because I have not prepared those invoices myself, and whatever the records show, I will testify that they are those things. But if you ask the question if I recall when the invoice was prepared, I do not know, because I did not prepare it.

Q. The question is not whether you recall. It's whether or not OEA sold these various items.

The next question is whether OEA sold to (14) Lufthansa two recharge kits, and the date is June 8, 1970, as reflected on this invoice?

Mr. Towell: Is your question, does he recall whether OEA sold to Lufthansa or does the invoice show that it sold to Lufthansa? I don't want

*Excerpts From Kafadar Deposition*

to get technical about it, because he has stated that he doesn't recall any particular sales.

Q. Does this invoice indicate that OEA sold two recharge kits to Lufthansa on June 8, 1970? A. Yes.

Q. And the Lufthansa company that is referred to has an address in New York; is that correct, at 410 Park Avenue, New York, New York? A. I assume that's correct, yes, sir.

Mr. Towell: You mean that what is shown on the invoice is correct?

The Witness: Yes; because I don't know where their address is.

Q. The remaining three invoices that I have in my hands are all invoices that pertain to Pan American World Airways Inc., with an address in New York, and again, various products. In this case they were all thrusters on various dates during this period, August 1970 to July '71. Do these invoices indicate such sales, (15) Mr. Kafadar? A. Yes, sir. They do.

Q. And the last invoice for this period is one that indicates a shipment to the government of Israel, at an address in New York, the products that were sold were two initiators and a catheter assembly; is that correct? A. Yes, sir. They were sold in Chicago, and we were told to ship at that address. Actually, it was sold to the United States Government.

Q. Maybe to speed up things, we are now getting into the very next year or fiscal year, August 1, 1970 to July 31, 1971, and perhaps to speed things up, if counsel or Mr. Kafadar is willing to agree that all the companies previously mentioned in the preceding year were repeat customers during this next year that we are referring to; that is, Pam Am. Lufthansa and all the various companies that were mentioned before were also customers of OEA during the period we are talking about now?



*Excerpts From Kafadar Deposition*

Mr. Towell: The question is, does he have recollection of sales during that particular period of time to those customers, or do you want him to flip through these invoices?

(16) Q. Will you flip through the invoices and tell me whether they refer to the same companies we have been talking about? A. These two (indicating) are to Boeing Company. We sold to Boeing.

Mr. Towell: You are stating that invoices 4324 and 4362 indicate sale of a product to Boeing Company in Seattle Washington, with a shipment to BOAC receipt section in New York?

The Witness: That's right.

Q. As a matter of fact, I don't think the Boeing Company was one of the companies previously referred to. So that, apparently, was a new company during this period or a new shipment during this period, that was not previously referred to, but Mr. Kafadar, while you don't recall the individual sales that I am talking about— A. I should like to mention that Boeing is our main and original customer in connection with these items.

Q. Let me finish my question. In that you do recall, even though not the specific date or the specific product that Alitalia, American Airlines, British Overseas Airways and Pan American World Airways are customers, generally speaking, of OEA and were during the period August 1, 1969 to July 31, 1970? (17) A. Yes; for those items.

Q. Aside from what is indicated on these invoices, you, to your own knowledge, know that they were customers of OEA for these items? A. Yes.

Q. During the period August 1, 1970 to July 31, 1971, which is the very next year we are talking about, you know of your own knowledge, that these same companies are customers of OEA, do you not?

*Excerpts From Kafadar Deposition*

Mr. Towell: The question is, as you sit here, do you recall whether during that period of time Pan American was a customer of OEA?

The Witness: I don't recall.

Q. Do you recall any year, from 1970 to the present time in which Pan American was not a customer of OEA?  
A. Which interval of time?

Q. Between 1970 to the present date. A. I have to answer this conditionally. They have 747s, and I must assume that they bought these items.

Q. During the period of 1970 to the present date, you consider Pan Am to be a customer of OEA, do you not? They have bought products from OEA in the past, during that period of time? (18) A. Yes; for 747s.

Q. Is it OEA's expectation that Pan Am will buy products from OEA in the future?

Mr. Towell: I object to the question, but the witness may answer.

A. I really don't know. As far as that goes, they may even eliminate those devices from 747s. I can't tell. I don't know if they will continue buying these things from us.

Q. Mr. Kafadar, again, with respect to the period August 1, 1970 to July 31, 1971, I believe you already indicated that the same companies referred to in the prior fiscal year were repeat customers of OEA, as indicated by the invoices that you went through; is that correct? A. Yes, sir.

Q. For the same period, what I would like to do is, to speed things up, is to read the names of a number of companies that, apparently, were new customers during this period. They did not appear to be New York customers during the prior year, and then after I read these names I will ask you to look through these invoices and tell me whether or not I have stated the names correctly, and the fact that they all have New York addresses.



*Excerpts From Kafadar Deposition*

(19) The companies not mentioned in the previous batch are the Nissho-Iowa American Corporation, with an address in New York. Products sold to MacDonnell-Douglas Corporation, that was shipped to New York.

Mr. Towell: The invoice shows a sale to MacDonnell-Douglas Corporation in Missouri, with a shipment to Sumids warehouse in Brooklyn, New York.

Q. The next invoice, which I don't quite understand, indicates a shipment to, apparently, an airforce base or some kind of Army base in New York—an address in New York, and in anticipation of Mr. Towell's comment, that the payment for this was made in Chicago by the government, and under the heading, "Administered," it was administered by the commander of an Army base, also in Illinois, but it was, in fact, shipped to New York?

A. That is correct, yes.

Q. Another company not previously mentioned, Aer-Lingus-Irish International Airlines, and invoice showing a shipment to Jamaica, New York. A. Right.

Q. The Boeing Company showing a shipment to Irish International Airlines at Jamaica, New York, JFK International Airport? (20) A. Yes, sir.

Mr. Towell: Again, for the record, and rather than just do it each time on each of these invoices, there is certainly a sold to box and a box below it shipped to, and in some instances the sold to box indicates a company located in New York, and in some instances, with respect to this invoice, 4325, it sold to Boeing in Washington and it was shipped to New York.

Q. The next one, similarly indicates a sale to Aer-Lingus and indicates a shipment to Jamaica, New York, JFK International Airport. A. Yes.

Q. Mr. Kafadar, I show you four invoices, each of which indicates a sale to Air France at an address

*Excerpts From Kafadar Deposition*

1350 Avenue of Americas, New York, New York, and it was shipped to Jamaica, New York in each instance; is that correct?

Mr. Towell: We will stipulate that the invoices so show.

Q. Similarly, for Air India, two separate invoices indicating a sale to Air India at their purchasing office in Forest Hills New York, and a shipment to Jamaica, New York?

(21) Mr. Towell: Again, we will stipulate that that's what the invoices show.

Q. The next invoice indicates a sale to El Al, Israel Airlines, with a sale to New York and a shipment to New York.

Mr. Towell: We will stipulate that that is what the invoice shows.

Q. The next invoice shows a sale to Iberia Airlines, with a sale in New York, Jamaica, New York, and a shipment to Jamaica, New York.

Mr. Towell: We will so stipulate, although, just as a point of technicality, when you say sale in New York, you are talking about what is shown on the invoice. I don't want to get into an argument either way as to legal connotations that may be involved.

Q. The next company, in this period of time, a new company, KLM, and there are three invoices; two of which indicate sold to KLM at an address in New York and a shipment to KLM in New York, and the third indicates a sale to KLM in the Netherlands and a shipment to New York.

Mr. Towell: We will so stipulate.



*Excerpts From Kafadar Deposition*

Q. The next new company, your customer to OEA is (22) Sabena, Belgium Airlines, and the invoice indicates sold to Sabena at an address in New York, and it was shipped to New York; is that correct?

Mr. Towell: We will so stipulate.

Q. Two invoices to Swiss Air, which indicates the products were sold to Swiss Air at an address given in Switzerland and shipped to New York.

Mr. Towell: We will so stipulate that that's what the invoices show.

Q. Next are two thrusters that were sold to J. A. Ewing and MacDonnell Inc., at a New York address, and it was shipped to Brooklyn, New York.

Mr. Towell: We will so stipulate.

Q. The next two customers, South African Government Railways and Airways, sold to an office in New York and shipped to Jamaica, New York.

Mr. Towell: We will so stipulate.

Q. Finally, one last invoice for SAS, the product includes a thruster and two recharge kits that were sold to an address in Sweden and shipped to an address in New York.

Mr. Towell: We will so stipulate.

Mr. Friedman: I think counsel will also stipulate that these invoices were produced on (23) September 13, 1973, and they were made part of Plaintiff's Exhibit 6 for identification at that session.

Mr. Towell: Right. They had all been marked previously.

Mr. Friedman: For the next fiscal year, August 1, 1971 to July 31, 1972, if counselor and his client would like to go through these invoices which we have already looked through and determined that

*Excerpts From Kafadar Deposition*

they are all customers that have been previously mentioned, either in the previous year or the year before that, and if you would like to stipulate, so we won't have to repeat all the names again?

Mr. Towell: I will stipulate that the invoices show whatever they show, and I will certainly take counsel's representation that they show various companies that have previously been mentioned.

Mr. Friedman: Our search indicates that the only new customer not mentioned in the prior two years was General Dynamics Corporation, and this invoice indicates a sale to General Dynamics in Texas, with a shipment to Plattsburg Airforce (24) Base in Plattsburg, New York.

Mr. Towell: It is so stipulated.

Mr. Friedman: Also a sale to Iran Aircraft Industries, and it was a sale to that company at a Los Angeles California address, with a shipment to New York.

Mr. Towell: We will also stipulate to that.

Mr. Friedman: And the last one I will refer to just as Air Portugal, because the company has a Portuguese name, and the address for the sold to part indicates Portugal, and it was shipped to Brooklyn, New York.

Mr. Towell: We will so stipulate.

Q. Mr. Kafadar, during the last hour or so I've been referring to these invoices which indicate shipment to various places in New York. Are you or counsel willing to stipulate that these products were, in fact, shipped to New York? A. If the invoices indicate it, yes.

Mr. Towell: There is no question that they were shipped.

Q. The last period of time for which OEA produced invoices showing customers or shipments to New York is



*Excerpts From Kafadar Deposition*

August 1, 1972 to July 31, 1973, and our search (25) through these records, that all the companies referred to in the prior three years are repeated during this period of time.

Mr. Towell: We will stipulate to whatever the invoices show. I certainly have no question that counsel's representation are correct.

Q. Mr. Kafadar, are these, to the best of your knowledge, all the invoices indicating sales to customers in New York or shipments to New York? A. Correct, yes.

Mr. Towell: We produced all the invoices showing various sales or shipments to New York. I don't know whether you have, in fact, pulled out every one that we have produced for you. So perhaps whether the ones that you pulled out just now are all of them maybe questionable. But during the discovery and inspection we produced all sales and shipments to New York.

Mr. Friedman: I want to establish that there were no others other than what was previously produced.

Mr. Towell: That's correct.

Q. Mr. Kafadar, with respect to the various sales that have been referred to just before, how does OEA (26) obtain their business? A. I assume you are referring to these airlines—to these thrusters?

Q. Yes. A. As far as I know the Boeing Company told these airlines, since we have developed and manufactured this for Boeing 747, and those airlines who bought the 747s were told by Boeing Company of Seattle to come to us for replacement items for discharge kits.

Q. Does OEA have any catalog of their products? A. No, sir.

Q. Do they advertise in any way in any trade association journals, for example? A. Not that I remember.

*Excerpts From Kafadar Deposition*

Q. Let us take the example that you gave before, the Boeing Company. How did the Boeing Company find out that OEA makes a thruster? A. Well, we have been in this business a long time, and we have contacts, and these are initially technical problems, and there are very few companies involved, and we are known to them, and we discuss the problems with them and give them technical proposals and RFQ, request for quotation, which leads to the development of these items. But we have no (27) catalogs, to my knowledge, we have not put any ads in any trade journals or commercial things.

Q. So its your testimony that if a manufacturer needs some kind of escape device for an airplane, and I take it that's the type of product that OEA makes? A. Yes.

Q. Or one of them? A. Yes. We are well known.

Q. That the manufacturer would go to you and ask you whether or not you could develop one of them for them? A. That's right.

Q. Do you in turn, when you learn that a particular company is about to produce a new airplane of a new design, do you send representatives to that company and indicate to them that you would like them to purchase and use your design for an escape system? A. Something like that. We go to them if they are going to develop escape devices or egress devices, and what requirements they have, and this is how we get the jobs, yes.

Q. On occasion, since you say that OEA has traveled to these various manufacturers and sought their business, has OEA sought business from Grumman (28) Aircraft Corporation? A. Yes. About four or five years ago, in connection with the F-14 program.

Q. Were you successful in obtaining any business on the F-14? A. No, sir.

Q. Is this the business that ET was successful in obtaining? A. Yes, sir.



*Excerpts From Kafadar Deposition*

Q. Were both OEA and ET bidding for the same, in effect, bidding or proposing to design the escape system for the F-14 at approximately the same time? A. Yes; but on different items.

Q. Different items but the same function; is that correct? A. No.

Mr. Towell: Note my objection.

A. It's to go in the same airplane.

Q. And the purpose of the ET and OEA device, in this particular instance, the purpose was the same; is that correct? You indicated before that ET got the business and OEA did not. So I take it that the purpose of the ET device was either the same or similar to that of the OEA device, or am I wrong? (29) A. Right or wrong, because our devices also would have gone into the F-14 escape system. But ET did not bid on the same device as we did. There are many components in an escape system, as you may know, and we bid on two items, and they bid on many items, and we were not successful in getting those two items.

Q. The ET items that were purchased for the F-14, do they serve the same function as the OEA devices that were not bought? A. No.

Q. Mr. Kafadar, you have indicated that an airline, for example, that wants a thruster or other product made by OEA, generally obtains the information as to the existence of the OEA product, the thruster, from the manufacturer of the airplane; is that correct? A. Correct.

Q. Is there any agreement, oral or written, between OEA and the manufacturer, that the manufacturer will catalog the fact that OEA makes the thruster, and that OEA has its address at a certain place? A. I don't understand the question, Mr. Friedman. Do we have an agreement with the Boeing Company?

*Excerpts From Kafadar Deposition*

Q. That they will inform the airlines that had bought a Boeing airplane, that if the airline wants to (30) get a replacement of one of the OEA products that have been incorporated into the airplane, that they are told that it's OEA that makes the product? A. No.

Q. There is no such agreement? A. No, sir.

Q. Does Boeing have a catalog of parts for, let's say, the Boeing 747, that would indicate the thruster is manufactured by OEA? A. I assume they have. I don't know.

Q. You are not saying that in each instance, if a new airline buys a 747, that they have to ask or go to Boeing to find out who made the thruster and the address of your company? A. Mr. Friedman, I believe that we have overhaul manuals for these devices and shipped to Boeing, and I am sure that those overhaul manuals are shipped to the various airlines, and I also assume that various parts that go to Boeing, they give the catalog, but we have not contacted any of the airlines, nor did we sign any contracts or agreements with Boeing, that after the development of these things, the other airlines should come to us.

Q. So, in fact, the way the other airlines find

\* \* \*

(33) A. I don't know how to answer this.

Mr. Towell: Does American Airlines, if they want a replacement thruster, get in touch with OEA directly?

The Witness: Yes; that is correct.

Mr. Sullivan: Thank you. I have nothing further.

By Mr. Friedman:

Q. Is the Carlton Controls Corporation a customer of OEA? A. No.

Q. Have you or any employee of OEA sought to solicit from Carlton Controls Corporation by traveling to New York or visiting that company? A. No, sir.



*Excerpts From Kafadar Deposition*

Q. Can you tell me what the purpose of your visit to New York on October 1, 1970, indicated on this travel expense report which is a part of Plaintiff's Exhibit 17 for identification, which was previously identified at the discovery and inspection, which indicates that the reason for traveling to New York was a meeting with Carlton Controls Corporation, in joint biddings on RF requests?

A. It was dual purpose; to see whether we could (34) acquire the company and to see if it was a supplement to OEA's business, and to see if there were any requirements for aircraft applications to which both Carlton and OEA could submit joint proposals, and they are in the valve manufacturing business. But the primary purpose was to see whether we should acquire them. Actually, they were for sale and I went there.

Q. And OEA did not, in fact, acquire that company?

A. No; nor did we enter into any kind of business enterprise.

Q. Is the Franklin Arsenal a customer of OEA? A. Used to be.

Q. Do you know when they stopped being a customer?

A. Four or five years ago.

Q. I have three travel expense reports here, Mr. Kafadar; one dated March 3, 1970, another dated March 13, 1971 and another dated February 27 to March 1, 1973; all of which refer to visits by you to the Franklin Arsenal in New York. Does that mean that you stopped selling them any products four or five years ago, but you have continued to try to obtain business from them, from the period 1970 to 1973?

\* \* \*

(37) technical information from Franklin Arsenal, and the purpose was not to sell an ET or OEA product to them? A. No; just to see if they had done anything that Frank Burkdoll was working on.

Q. Had any of the meetings at the Franklin Arsenal produced any technical information that either ET or

*Excerpts From Kafadar Deposition*

OEA used? A. Information obtained from Franklin Arsenal is very important. It's an organization that seminatees to all industries and to the government, and since our work is directly related to government business, then we have access to those things.

Q. Does Franklin Arsenal charge OEA a sum for the technical information that it gives to OEA? A. No, sir.

Q. Returning to the March 3, 1970 travel expense report, which refers to a debriefing at Grumman on various proposals, are those the proposals that you referred to earlier, in which OEA was attempting to get business from Grumman but was unsuccessful? A. That is correct.

Q. On your visit of February 27th to March 1, 1973, the reason for travel indicated on the travel expense report was a meeting with Grumman Aircraft (38) technical procurement personnel. Did you, in fact, go to Grumman during that period of time? A. It indicates that, yes.

Q. Do you recall visiting them earlier this year? A. Yes, I did go.

Q. Is Grumman an OEA customer at the present time? A. No.

Q. And never has been? A. Never has been.

Q. The rest of this travel expense report indicates that one of the purposes of your being there was to review ET's activities and future plans on the F-14 program. The F-14 is an airplane manufactured by Grumman? A. Yes, sir.

Q. And ET designs, manufacturers and supplies a product for the F-14 that ET sells to Grumman; is that correct? A. Yes, sir.

Q. I ask you, again, what was the purpose of your being at Grumman when it's actually ET's customer? A. Since we acquired ET and I hadn't been at (39) Grumman, and the Grumman people had told Mr. Burkdoll that they really wanted to see Mr. Kafadar, since I am the chairman of the board, so as a public relation and



*Excerpts From Kafadar Deposition*

upon invitation of Frank Burkdoll I went there, and in fact, we had just a luncheon meeting.

Q. Mr. Kafadar, there is a travel report covering the period November 30th to December 1, 1971. Would you take a look at that and tell me what, under the part, "Reason for travel, charge-403" means? A. I believe 403 is an administrative charge, since the purpose of this meeting was in connection with our becoming a member of the American Stock Exchange, and my time and expense would be charged to administrative accounting charge number, and not against the project number or proposal number or something like that.

Q. Is OEA, in fact, now listed on the American Exchange? A. Yes.

Q. Do you know who the stock transfer agents for OEA stock are? A. It's in our book. I think it's Chase Manhattan.

Mr. Towell: Do you recall? Yes or no.

The Witness: I think it's Chase Manhattan, yes.

(40) Mr. Towell: You are looking at an annual report for OEA?

The Witness: Yes.

Q. And the registrar of OEA stock includes Manufacturer Hanover Trust Company of New York, as one of the three registrars; is that correct? A. Yes; according to that (indicating).

Q. Who is Ramon Olsen? A. He's OEA vice president of engineering and secretary of the corporation.

Q. Did he hold those positions on March 4, 1970? A. Yes, sir.

Q. In addition to yourself, did he also visit Grumman Aerospace in New York, for the purpose of obtaining business for OEA? A. In one of the previous meetings that we mentioned, he was with me.

Q. So you were not the sole person who traveled to New York in an attempt to get business from Grumman? A. Only for that occasion.

*Excerpts From Kafadar Deposition*

Q. Who is C. J. Woodruff? A. C. J. Woodruff was a former North American, Columbus employee, and he was laid off.

Mr. Towell: He means in relation to OEA.

(41) A. We employed him for making a few contacts.

Q. Was he an employee of OEA? A. Yes, sir.

Q. Is he still an employee of OEA? A. No.

Q. When did he leave OEA's employment, approximately? A. Approximately two or three years ago. Two years ago.

Q. You say he was hired in order to obtain contacts for OEA. What were the nature of the contacts? Was he attempting to obtain sales of OEA products? A. Essentially, we hired him to see whether he could obtain work for Mathewson Tool Company; make parts that go to various places; mostly in the midwest area.

Q. He was employed by OEA to obtain sales for Mathewson Tool Company? A. Yes.

Q. And the Mathewson Tool Corporation, could you describe that corporation for us? A. Mathewson Tool Company is a wholly owned subsidiary of OEA, and it's a precision machine shop.

Q. Just as ET is a wholly owned subsidiary of OEA; is that correct? (42) A. Yes.

Q. OEA has produced three travel reports for C. J. Woodruff covering certain periods during the year 1970. Can you recall whether or not on or about March 28, 1970 is when Mr. Woodruff left OEA? A. I couldn't recall exactly when he left, Mr. Friedman. But I believe he left about two years ago, maybe longer.

Q. Did he suddenly, after March 28th stop making trips on behalf of OEA or Mathewson Tool Company? A. I think his contacts stopped as soon as he was terminated, and the termination date, I don't recall when it was.

Q. Where is OEA located? A. In DesPlaines, Illinois.



*Excerpts From Kafadar Deposition*

Q. Did Mr. Woodruff live in DesPlaines, Illinois? A. No.

Q. Where did he live? A. In Columbus Ohio.

Q. Just to clarify the record, could it be Worthington Ohio? A. Yes, it must be. It's a suburb of Columbus.

Q. This is a travel expense which indicates that it's an OEA travel expense report; correct? (43) A. Yes.

Q. So he was, at all times an OEA employee, not a Mathewson Tool Company employee? A. That is correct.

Q. Was he an employee, let's say, on March 31, 1971 when OEA acquired ET? A. I don't recall whether he was employed in 1971. I will have to check the records.

Q. Did he ever make any trips, that you know of, on behalf of ET? A. Not that I know of.

Q. This travel expense report for February 22nd through February 28, 1970, indicates that Mr. Woodruff was in Niagara New York. Do you have any idea what the purpose of being in Niagara New York would be? A. I really don't recall.

Q. And Buffalo New York? A. I assume that he was after some machine part work for Mathewson Tool Company. I don't recall exactly what he was there for.

Q. Does OEA have any customers, let's say, from 1970 to the present time, located in Niagara New York? A. No, sir.

(44) Q. Or Buffalo New York? A. No, sir.

Q. Is Fairchild Industries an OEA customer? A. No.

Q. Has it been a customer at any time during the last three years? A. Not that I recall, no.

Q. Have you or any other OEA employee ever visited the Fairchild office in New York, in an attempt to get business? A. I did not. I don't believe anybody else did from OEA.

Q. Have you or any other OEA employees, during the last four years have any correspondence with Fairchild, the purpose of which was to obtain business from Fairchild? A. I believe there had been correspondence in

*Excerpts From Kafadar Deposition*

connection with a preliminary proposal, some technical information. They inquired about certain devices of ours, and we must have given them some technical information in letter form. But I don't recall exactly what. And that was in the last four or five years, I would say.

Q. At the discovery and inspection session on

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(49) contracts, new defense contracts so it can make a bid to the manufacturer, to supply them with one of their devices? A. What do you mean?

Q. To be alerted to the fact that the government is giving X company a contract to build a new airplane?

A. We have ourselves abreast, by reading the aviation weeklys and what may be coming to MacDennell-Douglas or some other company. But we don't have any systematic type of thing.

Q. When MacDonnell-Douglas, for example, does obtain a contract from the government to build a new airplane, is it your policy to visit or communicate with that company, in an attempt to get business from that company?

A. Yes. But sometimes they actually contact before, during their proposal time, to help them out.

Q. Sometimes they contact you after getting the contract, and other times you contact them?

Mr. Towell: He said during proposals.

A. We know at the time that the companies are preparing their proposals, and many times these companies contact us to help them out.

\* \* \*

(51) Q. Does OEA at the present time or during the last four years have someone who might be referred to as a sales representative, whose territory includes New York? A. No; other than Mr. Woodruff. We don't have any sales representative any place.



*Excerpts From Kafadar Deposition*

Q. Will you explain the relationship between OEA and Cornhill Commercial Company? A. Cornhill Commercial Company is, as far as I know, exporters and importers, mostly to the mideastern countries.

Q. Are they a distributor of OEA for OEA products? A. They are our distributor agent for certain items for the Iranian and Israeli government.

Q. Are they a New York based company? A. Yes.

Q. Isn't it the purpose of this distributorship agreement to promote sales for OEA? A. Well, hopefully. If they find some foreign countries, not in the New York area. Greece is going to buy F-4s and Turkey is going to buy F-4s and hopefully, he is going to be an agent for those countries, and hopefully he will make the contacts with the proper agencies for these various foreign governments.

\* \* \*

(57) Q. Is this the agreement (indicating) between OEA and Ducommun, Inc., which pertains to the acquisition of ET? A. Yes, sir.

Q. And that's a copy of the agreement which is a true and accurate copy of the original? A. Yes.

Mr. Friedman: Please mark this copy of agreement as Plaintiff's Exhibit 3 for identification.

(An agreement was marked Plaintiff's Exhibit 3 for identification, as of this date.)

Q. ET does do business with Grumman Aircraft Corporation? A. Yes, sir.

Q. Is Grumman a company based in New York? A. Yes, sir.

Q. Can you approximate the gross sales of ET to Grumman during the last four years—are they approximately \$1,000,000 a year? Does that sound correct?

Mr. Towell: If you know.

A. It is around that number, yes.

*Excerpts From Kafadar Deposition*

Q. Does ET manufacture a product called

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(60) Q. Is there any requirement that agreements, proposals or other commitments by ET must be okayed by some officer of OEA before ET can go ahead? A. Exceeding \$100,000, they are supposed to check with me and get my advice and consent, and my suggestions.

Q. Similarly, if they were to engage in production or design of a new product, which would require a large outlay of money in order to produce it, would ET have to obtain your permission to do so? A. As chairman of their board, yes. This is an administrative thing that I have to okay it, yes.

Q. Is ET operating on a profit basis? A. Yes, sir.

Q. Who decides how much of the profit made by ET will be retained by ET and how much goes to OEA? Do you decide that? A. First of all, they make their profit, and their report every year is put together. In other words, we issue one profit and loss statement as given in our annual report. We do not pre-decide as to how much profit they should make.

Q. Do you decide how much of a profit they will retain in their own accounts? (61) A. They retain all the profits they make.

Q. None of the moneys or profits made by ET is filtered, in some way, to OEA? A. No.

Q. Is there some kind of joint arrangement between ET and OEA with respect to marketing or sales of products? A. No, sir.

Q. Who sets the sales or marketing policy for ET? A. They do.

Q. You have no voice in it? A. I have a voice as chairman of the board. In other words, they check with me. For instance, if there is a new escape system in which they are going to make proposals of it, then they will check with me. However, they make their own policy,



*Excerpts From Kafadar Deposition*

and they ask me my approval or whether I have any suggestions.

Q. Do you have veto power over any suggestions that they make? A. Of course, I have veto power. I am the board chairman.

Q. Is there any kind of joint production agreement whereby, let's say, OEA products are produced

\* \* \*

(70) Mr. Towell: Yes.

By Mr. Sullivan:

Q. In reviewing your statements regarding OEA's involvement in New York with respect to sale or distribution for thrusters for 747s, if you can answer this question as president and director of OEA, is it your desire, in that capacity, to continue to supply those people in New York flying 747s with that type of equipment; from their requests from customers in New York? A. Yes.

Q. Before we were talking about a possible joint product alignment, whether it be formal or not formal between ET and OEA and the precision tool firm that is owned by OEA. You indicated that Mathewson Tool Company does in fact manufacture certain machine parts for OEA? A. That's correct.

Q. Does ET, in any way, supply OEA with any products? A. Yes. I mentioned that they supply us cord and also the so called FLSC.

Q. Are any of these complimentary products and I call them complimentary products, that are

\* \* \*

(72) its way into the State of New York would not be by virtue of sales to New York or shipments to New York, but if the government, for example, had an airforce base in New York and they stationed F-111s in New York, your product would be there as well as ET products; is that correct? A. That's correct.

*Excerpts From Kafadar Deposition*

Mr. Friedman: I have no further questions.

By Mr. Towell:

Q. Before the acquisition of ET by OEA, was it making the same cords and other products you have described, as it is now? A. Yes.

Mr. Sullivan: Was he making the same cord?

Mr. Towell: Yes.

Q. When it was owned by Ducommun, Inc. as it is now? A. Yes, sir.

Mr. Towell: I have no further questions.

By Mr. Sullivan:

Q. As a lay individual not understanding government contracting and how it is done, naturally, Grumman Aircraft is a government contractor? A. Yes.

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	GOVERNMENT CONTRACT NUMBER	SHIPPED VIA American Airlines Air Freight (01-ORD-701-174)
SHIPPED TO: Pan American World Airways, Inc. Supply Reception and Shipping 31 Cavel Place Inwood, Long Island, New York 11696	MARKINGS	

DATE			CUSTOMER ORDER NO.		DATE SHIPPED	
1-23-70			See Below		1-23-70	
ITEM	QUANTITY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
	2	EA	PAA Class/Part No. 540-072592 OEA P/N 217-200 Thruster P. O. 093914-ODOV		\$166.47	\$332.94
	2	EA	PAA Class/Part No. 540-072593 OEA P/N 217-200 Thruster P. O. 093914-ODOV ✓		234.36	468.72
						\$801.66
<div><div><i>Inventory Control</i></div><div>63V-5130</div><div>212-342-1-1</div></div>						

*Inventory Control*

*212-212-212*

*63v-5130*

57a

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TWX 910-233-3516

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SHIPPED TO: Pan American World Airways, Inc. Supply Receiving and Shipping 31 Carvel Place Inwood, Long Island, New York 11696			SHIPPED VIA American Airlines Air Freight (01-ORD-501-173)		MARKINGS	
DATE 1-16-70		CUSTOMER ORDER NO. See Below			DATE SHIPPED 1-16-70	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
	2	EA	PAA Class/Part No. 540-072592 OEA P/N 217-000 Thruster P. O. U93004-ODOV	\$166.47	\$ 332.94	
	4	EA	PAA Class/Part No. 540-072593 OEA P/N 217-000 Thruster P. O. U93003-ODOV/V	234.36	937.44	
					<u>\$1,270.38</u>	

OFFICE OF THE SECRETARY OF DEFENSE

DATE: 1-16-70

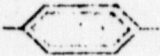


58a

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TWX 910 233 3516

Supplier Code: 02140

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SHIPPED TO: Pan American World Airways, Inc. BLD 6/33 RHC Roswell, New Mexico Attention: Mr. Schmidt, Senior Maintenance Supervisor		SHIPPED VIA American Airlines Air Freight to Dallas/ Fort Worth and Texas International Flight on 12-24-69 (01-000-001-170)	

DATE			CUSTOMER ORDER NO.		DATE SHIPPED	
12-22-69			See Below		12-24-69	
ITEM	QUANTITY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
	2	EA	PAA Class/Part No. 540-072592 217400 Thruster - P. O. U03995-ODOV		\$166.47	\$ 332.94
	4	EA	PAA Class/Part No. 540-072593 217400 Thruster P. O. U03995-ODOV		234.36	<u>937.44</u>
						<u>\$1,270.38</u>

INVOICE AND BILLS SHIPPED AT 2:00 PM

12-24-69

59a

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PAN AM BUILDING, NEW YORK, N. Y. 10017

ORDINANCE ENG ASSOCIATES  
1030 EAST NORTH AVE  
DES PLAINS ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

U93904-000V

SHOW THE PURCHASE ORDER NUMBER AND SUPPLIER CODE ON ALL  
INVOICES AND RELATED CORRESPONDENCE. FOR THE PURCHASE  
ORDER NUMBER AND ANY ADDITIONAL MARKS ON ALL PACKAGES. EACH  
PACKAGE UNIT AND INVOICE MUST ALSO SHOW GROSS PACKAGE WEIGHTS.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE: 10-23-1969

PAN AMERICAN WORLD AIRWAYS, INC. VIA: SA

SUPPLY RECEIVING + SHIPPING

31 CARVEL PLACE  
INWOOD, LONG ISLAND  
NEW YORK 11696Special Shipping  
Methods Codes  
SSBUP TO 40 LBS.  
41 TO 50 LBS.  
OVER 50 LBS.UNITED PARCEL SERVICE/ALTERNATE PARCEL POST  
RV. EXPRESS

ACME FAST FREIGHT

REF. E.O. 11652 U93904-000V

Pray transportation charges. Do not insure or declare value in excess of transportation carrier's liability.  
Submit receipts bills with your invoice. Each shipment must contain copyright P. L. inside and outside of package.

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED

## BILLING INSTRUCTIONS

SEND 5 INVOICES TO

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Disbursement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017Original Copy of Invoice to be  
Submitted with Package

Date of Invoice	Invoice Number
Special Code	Code

When appropriate code or codes are printed in this column or columns to the left, such code or codes by authority of the Federal Aviation Agency are certified under the provisions of the 1969 FAA Order 10-23-1969. The FAA Order 10-23-1969 is hereby approved to follow the provisions of this Order. The FAA Order 10-23-1969 is hereby approved to follow the provisions of this Order. The FAA Order 10-23-1969 is hereby approved to follow the provisions of this Order.

P. O. POINT

TERMS

PLEASE  
REFER TO MR. KALLIT

DES PLAINS

ILL

NET

QUANTITY	UNIT	FAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	T/E	UNIT PRICE	PRICE UNIT	Disc	EXTENDED PRICE
6	EA	540 072502	2174400	THRUST	25	166.47	EA	NET	998.92

SPARES FOR BOEING 747 AIRCRAFT

ADDITIONAL ITEM DESCRIPTION, SPECIFICATIONS, ACCEPTABLE ALTERNATE PART NUMBER/S.

SPEC 200 CODE-B

CONTROL SHIP. ON/NOT BEFORE BELOW DATE/S  
REQUIRED 6 BY 09/30/1969

GRAND TOTAL

998.92

ORIGINAL

This is to certify that Pan American World Airways, Inc. holds valid certificate of registration No. 24-0-1739-58 and that by purchase of the Flight Package described in this invoice, the hereby ass. is the responsibility for remitting of the appropriate authority for applicable 10-23-1969 and has the due to the FAA Order 10-23-1969.

SEE REVERSE SIDE FOR INFORMATION ON PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF DATA SPECIFICATIONS AND FACTS WITHIN THIS INVOICE  
FOR SHIPPING AND DELIVERY TO THE CHART

PAN AMERICAN WORLD AIRWAYS, INC.

O. J. L.



# O.E.A., INC. INVOICES

**SUPPLEMENT NUMBER**

07140

— SUPPLIER CODE  
PURCHASE ORDER  
NUMBER —

U93907-CDOM

PURCHASE ORDER DATE:

10/16/69

SUPPLEMENT DATE:

12/23/69

☐ CANCEL REFERENCED PURCHASE ORDER IN ITS ENTIRETY (Action Code 1).

**CHANGE REFERENCED PURCHASE ORDER AS FOLLOWS (Action Code 3):**

PLEASE

REFER TO: F STROBEL 105/40

THIS SUPPLEMENT IS ISSUED TO CHANGE CONSIGNEE & ROUTING INSTRUCTIONS FOR QUANTITY OF 4 EACH ONLY.  
AN AMERICAN WORLD AIRWAYS INC  
OSWELL MUNICIPAL AIRPORT  
OSWELL, NEW MEXICO  
ATTN: SR MAINTENANCE SUPVR.  
REF NO. 593905-000V

INSTEAD OF: PAN AMERICAN WORLD AIRWAYS INC  
SUPPLY RECEIVING AND SHIPPING  
31 CARVEL PLACE  
INWOOD L.I.N.Y. 11746  
REF NO. U93905-000V

ROUTING TO READ: AMERICAN AIRLINES AIR FREIGHT  
O DALLAS/FORTH WORTH TEXAS INTERNATIONAL THEREON.

INSTEAD OF: AS SHOWN ON ORIGINAL P.O

OR THE FOLLOWING ITEM:

EA 540 072593

2174200

THRUST

(25). 234.36 EA Net

REFERENCE: OUR WIRE 12/15/69 TO MR. J DAILEY

PAN AMERICAN WORLD AIRWAYS, INC.

<sup>2</sup> It is interestingly that Pan American World Airways, Inc. 447 is an air transportation company in No. 1 of 12416-52 and that, by authority of the Federal Reserve Commission, Pan American No. 12416-52 is the fourth largest air transportation company in the United States. The company's authority is derived from the Federal Reserve Commission's authority to regulate the money market.

SEE REVERSE FOR INFORMATION RE PURCHASE ORDER TERMS AND CONDITIONS  
AND INFORMATION CONCERNING THE SERVICE AND THE CORRESPONDING FREIGHT RATES

61a

## O.E.A., INC. INVOICES



INVOICE  
O.E.A., Inc.

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60018  
PHONE 827-5512 CHICAGO PHONE 631-1159

NO. 3859

SUPPLIER CODE 07140

<b>SOLD TO:</b> Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017  <b>Attention: Director-Disbursement</b>			<b>PROJECT:</b> 2219 <b>GOVERNMENT CONTRACT NUMBER:</b> Commercial <b>SHIPPED VIA:</b> TWA Air Freight (015-ORD-234-0085)		<b>TERMS:</b> [ ] X DAYS [X] NET 30 DAYS
<b>SHIPPED TO:</b> Pan American World Airways, Inc. Receiving Hangar 14 J. F. Kennedy International Airport Jamaica, New York  Ref. P. O. 4010132-002V			<b>MARKING:</b> Small Arms Ammunition Class "C" Explosives  MARK AWB AIRPORT TERMINAL DELIVERY		
<b>DATE:</b> 9-10-70		<b>CUSTOMER ORDERING:</b> U40132-002V		<b>DATE SHIPPED:</b> 9-11-70	
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	10	EA	PAA Class 340  OEA P/N 2174230 Recharge Kit	\$76.95	\$769.50



62a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
NEW YORK, N. Y. 10017

ORDNANCE ENG ASSOC.  
1030 E. NORTH AVE  
DES PLAINS, ILL. 60016

FILE  
2218  
PAN

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

U40132-002V

MD 701744 - 4 L

SHIP TO: PAN AMERICAN WORLD AIRWAYS, INC.  
RECEIVING  
HANGAR 14  
J. F. KENNEDY INTERNATIONAL AIRPORT  
JAMAICA, N. Y. 11430  
REF. P. O. # U40132-002V

SHIPPING INSTRUCTIONS  
DATE: 8/11/70

UP TO: LBS. United Parcel Service/Alternate Parcel Post  
TO: LBS. Ry. Express  
OVER LBS. TRANS WORLD AIRLINES AIR FREIGHT  
MARK AWB AIRPORT TERMINAL DELIVERY

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's LITE maximum liability. Submit receipted bills with your invoice. Each shipment must contain unopened P/L inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED - TO ELIGIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:

INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 2 INVOICES TO:  
PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Distribution  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEEDING SPECIAL BILLING INSTRUCTIONS

When appropriate ends or codes are printed in the column or columns to the left each code or codes by authority of the Federal Aviation Agency are certified under DMS Regulation No. 1. "You are required to follow the provisions of DMS Reg. 3 and of all other applicable regulations and orders of DSA in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF PURCHASING MANAGER, THE AGENT

F.O.D. POINT: V/P

PLEASE REFER TO: STROBEL 2000

QTY	UNIT	PAAClass/Part No.	VENDOR PART NO.	DESCRIPTION	T/E	UNIT PRICE	AMOUNT	REMARKS
1	10	EA 540	2174230	CONFIRMING ORDER PLACED BY TELEPHONE ON 8/12/70 TO YOUR MR. B. DALY KIT	25	76.95	EA	NEW
				EXPEDITE FOR NOT LIST MD - 4 EA		769.50		
				Price in accordance with TM dated 8/11/70				
				ad 10/21/70 720				
				Shipped 8/11/70 - PL 3468				

REQUIRED 8/13/70

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF AFA SPECIFICATION 200 CODES USED HEREIN FOR  
SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.

R. L. Loman

63a

## O.E.A., INC. INVOICES

INVOICE  
OEA, Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPPLIER ORDER 07140

NO 0003

BILL TO: Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017  Attention: Director - Disbursements	PROJECT 2213	TERMS: <input type="checkbox"/> 10 DAYS <input checked="" type="checkbox"/> NET 30 DAYS
	GOVERNMENT CONTRACT NUMBER Commercial	
SHIPPED TO: Pan American World Airways, Inc. Receiving Hammer 14 JFK International Airport Jamaica, New York 11430  Ref. P.O. U40133-OD2V	SHIPPED VIA TWA Air Freight (015-ORD-234-0111)	
	MARKINGS Small Arms Ammunition Class "C" Explosives  MARK AWB AIRPORT TERMINAL DELIVERY	

DATE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9-16-70			U40133-OD2V		
	10	EA	OEA P/M 2171430 Recharge Kit	\$70.20	\$702.00



64a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N. Y. 10017

ORDINANCE ENG. ASSOC.  
1030 E. NORTH AVE  
DES PLAINS, ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

MD 701740 4 EA

U40133-ODPV

8/17/70

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE: 8/17/70

PAN AMERICAN WORLD AIRWAYS, INC.

ACCORDING TO WEIGHT IN POUNDS VIA

RECEIVING

LANGAR 14

F. KENNEDY INTERNATIONAL AIRPORT  
JAMAICA, N. Y. 11430

REF. P. O. #

U40133-ODPV

LIP TO: LBS. United Parcel Service/Airrate Parcel Post

TO: LBS. Rty. Express

OVER LBS. TRANS WORLD AIRLINES AIR FREIGHT

MARK AND AIRPORT TERMINAL DELIVERY

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's limit of liability.  
Submit receipted bills with your invoice. Each shipment must contain unpaid invoice inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED — TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director Disbursement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

DATE INVOICED: 8/17/70  
MUST BE PRESENTED TO THE  
ALL PAYEE INFORMATION  
UNLESS OTHERWISE SPECIFIED

When appropriate code or codes are printed in the column or columns to the left such code or codes by authority of the Federal Aviation Agency are certified under FAR Regulation No. 1. "You are required to follow the provisions of FAR Reg. 1 and of all other applicable regulations and orders of FARSA in obtaining controlled materials and other products and materials needed to fill this order."

F.O.B. POINT:

V/P

TERMS:

PER-CENT

NET

PLEASE REFER TO: F. STROHMEIER/BL

QUANTITY	UNIT	PAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	TAX
10	EA	540	2174430	CONFIRMING ORDER PLACED BY TELEPHONE ON 6/12/70 TO YOUR MR. B. DALY KIT	25	70.29	FA	NET
				EXPEDITE FOR HOT LIST MD - 4 EA		x 10		
						762.70		
						and 8/19/70		

REQUIRED 6/13/70 F. M.T.

missable, Sept.

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATION AND CODES USED HEREIN FOR  
SPECIFYING SHIPPING METHOD AND UNIT OF PURCHASE.

By purchase order, the purchaser agrees to the terms and conditions of the order, and to the fact that the purchaser is not to be held responsible for the accuracy of the information furnished by the purchaser to the supplier.

65a

## O.E.A., INC. INVOICES

NO. 3812

INVOICE  
O.E.A., Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159RWK 9102-33514  
Supplier O.E.A. 1/14/70

SOLD TO: Pan American World Airways, Inc. P. O. Box 1112 Grand Central Station New York, New York 10017 Attention: Director-Disbursement			PROJECT 2213		TERMS 11 DAYS	
SHIPPED TO: Pan American World Airways, Inc. Receiving Banger #14 J. F. Kennedy International Airport Jamaica, New York 11430 Ref. P. O. V-95470-JD2V			GOVERNMENT CONTRACT NUMBER Commercial		X NET 30 DAYS	
			SHIPPED VIA American Airlines Air Freight (091-ORD-83-0021)			
			HOLD AND NOTIFY WINDOW SERVICE			
DATE 7-04-70		CUSTOMER ORDER NO. V-95470-JD2V			DATE SHIPPED 7/9/70	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	4	EA.	PAA Glass/Part No. 510CN72093 OEA P/N 217-4200-1 Thruster Lot 7 S/N -- 802 thru 805 inclusive	\$234.36	\$937.44	



66a

## O.E.A., INC. INVOICES

NO. 3935

O.E.A., INC.  
OEA, Inc.10101 NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPPLY ORDER NO. 071-10

<b>SOLD TO:</b> Pan American World Airways, Inc. P. O. Box 1112 Grand Central Station New York, New York 10017  Attention: Director-Disbursements			<b>PROJECT</b> 2218		<b>TERMS</b> <input type="checkbox"/> 30 DAYS <input checked="" type="checkbox"/> NET 30 DAYS	
<b>SHIPPED TO:</b> Pan American World Airways, Inc. Receiving Hangar #11 J. F. Kennedy International Airport Jamaica, New York 11430  Ref. P. O. V-98490-002V			<b>GOVERNMENT CONTRACT NUMBER</b> Commercial		<b>SHIPPED VIA</b> American Airlines Air Freight (001-ORD-331-0072)	
<b>DATE</b>		<b>CUSTOMER ORDER NO.</b>			<b>DATE SHIPPED</b>	
10-23-70		V-98490-002V			10-27-70	
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	
1	2	EA	PAA Order/Contract No. 5400172517 OEA V/N 2174100-2 Thruster	\$234.36	\$468.72	

67a

## O.E.A., INC. INVOICES

PART NO.

NEW YORK  
BUILDING, NEW YORK, N.Y.

VENDOR

ANCE ENGINE  
E. NORTH A  
AINS, ILL

ASSOC.

16 FILE

2218  
PAASHIPPING  
ACCORDING

7140

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PUPURCHASE ORDER NUMBER  
Show only the P  
Stages. Each package unit  
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IGHT IN PO

40 LBS. United Parcel

50 LBS. Ry. Express

50 Lbs. AC

ORLD AIRW.

NATIONAL  
430

490-002V

FOR QUANTITY  
DE ABOVE SH  
SHIPPING M  
PAN AM  
P. O. Box 14  
OR SUPERSETWhen approved  
are certified  
orders of PAAProper transportation  
Submit receipted bill

BILLING

ES SHIPPED TO PERMIT  
IDENTIFIED AS SUCH

AND 5 INVOICES TO:

AIRWAYS, INC., Attn: General  
Manager, New York, N.Y.

BILLING INSTRUCTIONS

codes are printed in the  
position of the  
a certified materials and

ITEM

insure or declare value in

to. Each shipment must

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AT UP YOUR INVOICE

IMMEDIATE VICINITY C

s to the left such code  
of the provisions of PAA  
and materials needed to

BY AUTH

N/30

DESCRIPTION

BY TELEPHONE C  
ALY

OPEN #3 L/H

DRY NUMBER 2  
HED

a 7.9

2218 2/1/70

12/1/70

ONS  
OR

also of transportation

end 2/1/70

V98490-002V

#1/UP

CODE on all invoices and related  
MBLR and any additional blanks  
show package weights (gross, net)

9-2-70

Parcel Post

IGHT

in carrier's FREE maximum liability.  
inside and outside packagesTO THE FOLLOWING  
MASTHEADORIGINAL BILL OF LADING MUST  
BE ACCOMPANIED BY INVOICE  
ALL INVOICES MUST BE  
RECEIVED BY PAA, AIRWAYS, INC.  
UNITED STATES AIRCRAFTof the Federal Aviation Agency  
other applicable regulations and

SING MANAGER, AIRWAYS, INC.

V. KALLIT  
28/NS

UNIT PRICE	QTY	DR
234.36	EA	NE
X 6		
1,406.16		
2/1/70		

ORLD AIRWAYS, INC.

TO MANAGER

RECEIVED 2/1/70

L.

AA Class/Part

540 CN725

VENDOR PART NO.

CONFIRMING ORDER  
2-20-70 TO YOUR174200-1 THRUST  
DOOR DEPLOYMENTEUSABLE CONTAINER  
EQUIPMENT - VENDOR

Pair 0

OMISED SHIPMENT

EXPEDITE

BASE ORDER TERMS AND  
TION FOR CODES USED  
OF PURCHASEINFORMATION  
ON OF ATA  
TO METHOD A

General Information



68a

## O.E.A., INC. INVOICES

NO. 5967

INVOICE  
OEA, Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-3512 CHICAGO PHONE 631-1159TWX 9102733516  
Supplier Code 07146

SOLD TO:			PROJECT		TERMS	
Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017			2216		<input type="checkbox"/> 5 DAYS	
Attention: Director - Disbursements			GOVERNMENT CONTRACT NUMBER		<input checked="" type="checkbox"/> NET 30 DAYS	
SHIPPED TO:			Commercial			
Pan American World Airways, Inc. Receiving Lager #14 J. F. Kennedy International Airport Jamaica, New York 11430			SHIPPED VIA		TWA Air Freight (015-ORD-234-0170)	
DATE			CUSTOMER ORDER NO.		DATE SHIPPED	
10/25/70			See Below		10-30-70	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	50	EA	OEA P/N 2174105 Shear Pin PAA PO No. U-40179-002V	\$ .57	\$ 28.50	
1	100	EA	OEA P/N 2174107 Ball PAA PO No. U-40180-002V	.36	36.00	
1	50	EA	OEA P/N 2174113 Snap Ring PAA PO No. U-40181-002V	5.25	262.50	
1	50	EA	OEA P/N 2174127 Safety Pin PAA PO No. U-40183-002V	3.48	174.00	
1	30	EA	OEA P/N 2174122 Actuation Rod PAA PO No. U-40182-002V	14.85	445.50	
1	50	EA	OEA P/N 2174131 Warning Flag PAA PO No. U-40184-002V	4.35	217.50	
1	50	EA	OEA P/N 2174204 Sleeve Pin PAA PO No. U-40186-002V	.57	28.50	
1	30	EA	OEA P/N 2174221 Actuation Rod PAA PO No. U-40188-002V	14.85	445.50	
					\$ 1635.00	

ONLY COPY AVAILABLE

69a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N. Y. 10017

TO: OEA INC  
ORDNANCE ENGINEERING ASSOC  
10300 E NORTH AVE  
DES PLAINS ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

U40179-002V

#170P

2218

SHIP TO:

SHOW THE PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any additional ISAKS on all packages. Each package unit and invoice must also show package weights (gross, net) and measurements.

SHIP TO:

SHIPPING INSTRUCTIONS

DATE:

10/29/70

PAN AMERICAN WORLD AIRWAYS, INC.

ACCORDING TO WEIGHT IN POUNDS VIA

RECEIVING

14

HANGAR

J. F. KENNEDY INTERNATIONAL AIRPORT  
JAMAICA, N. Y. 11430

REF. P.O. # U40179-002V

— AIR — TO: 50 LBS. United Parcel Service/Alternate Parcel Post  
— CT — 41 LBS. 100 LBS. Rpt. Express  
— OVER — 50 LBS. ACME FAST ENVELOPE

Specified Shipping Method  
550

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR INVOICES FOR DELIVERY — TO PREVENT FUTURE PAYMENT OF YOUR INVOICE PLEASE INCLUDE EXACTLY IN THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND IN INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director/Disbursement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

ORIGINAL BILLING INSTRUCTIONS  
MUST ACCOMPANY ALL INVOICES  
PLEASE PRINT CLEARLY AND LEGIBLY  
"PRINTED IN FULL" ABOVE INSTRUCTIONS  
MUST BE OBTAINED FROM THE  
BILLING DEPARTMENT

When appropriate code or codes are printed in the column or columns to the left such code or codes by number of the Federal Aviation Agency are required under DMS Regulation No. 1. You are required to follow the provisions of DMS Reg. 1 and of all other applicable regulations and orders of BSA in obtaining controlled materials and other products and materials needed to fill this order.

BY AUTHORITY OF PURCHASING MANAGER, PAN AM

FOOT POINT

DES PLAINS, ILL.

TERMS

N/30

PLEASE

V KALLI 11/1/70

ITEM	QUANTITY	UNIT	PAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	50	EA	540	2174105	SHEAR PIN	.57	28.50
CONFIRMING ORDER PLACED BY TELEPHONE ON 10/27/70 WITH YOUR REP. D DALLY PROMISED SHIPMENT WILL ADVISE							
REQUIRED 10/30/70							
EXPEDITE							

SEE REVERSE SIDE FOR INFORMATION RE PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATIONS AND CODES USED HEREIN FOR  
SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.



70a

## O.E.A., INC. INVOICES

NO. 3413

UNION

OEA, Inc.

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60018  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPERIOR 07130

<b>SOLD TO:</b> Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017  Attention: Director - Disbursements			<b>PROJECT</b> 2218 <b>GOVERNMENT CONTRACT NUMBER</b> Commercial		<b>TERMS</b> C I N DAYS X NET 30 DAYS	
<b>SHIPPED TO:</b> Pan American World Airways, Inc. Receiving Hangar 14 J. F. Kennedy International Airport Jamaica, New York 11430  Ref. P.O. V98483-OD2V			<b>SHIPPED VIA</b> Eastern Airlines Air Freight (001-ODD-631-0076)  <b>MARKING</b> MARK AWB - AIRPORT TERMINAL DELIVERY			
<b>DATE</b>		<b>CUSTOMER ORDER NO.</b>		<b>DATE SHIPPED</b>		
9-30-70		V 98483-OD2V		9-30-70		
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	
1	6	EA	PAA Class/Part No. 510 CN72522  OEA P/N 2174400-1	8166.47	4900.02	

# O.E.A., INC. INVOICES

PAN AM BUILDING, NEW YORK, N. Y. 10017

57149

— SUPPLIER CODE  
PURCHASE ORDER  
NUMBER —

V9848B-002A

4/1/00

- 34 -

SHIP TO:—

PAN AMERICAN WORLD AIRWAYS, INC.

RECEIVING

HANGAR 14

J. F. KENNEDY INTERNATIONAL AIRPORT

JAMAICA, N. Y. 11439

REF. ID: A66888-002V

## SHIPPING INSTRUCTIONS

DATE: 8-27-70

ACCORDING TO WEIGHT IN POUNDS VIA

UP 10. **IRS, United Parcel Service/Alternate Parcel Post**

TO: LBS. Ry. Express

OVER LBS

EASTERN AIRLINES AIR FREIGHT

MARK AWB-AIRPORT/TERMINAL DELIVERY

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's TBEC maximum liability. Submit receipted bills with your invoice. Each shipment must contain unexpired FTA inside and outside labels.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUALITY SHIPPED OR SERVICES RENDERED -- TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 5 INVOICES TO:

PAT AMERICAN WORLD AIRWAYS, INC., Attn: Director-Disbursement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

ORIGINAL LETTER TO THE  
MUST ACCOMPANY THE  
ALL FOREIGN INFORMATION  
PACIFIC ISLANDS

When appropriate code or codes are printed in the column or columns to the left such code or codes by authority of the Federal Acquisition Regulation are certified under DMS Regulation No. 1. "You are required to follow the provisions of DMS Reg. 1 and of all other applicable to DMS and orders of DMS in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF PURCHASING MANAGER, 12-7371-0

**F.O.P. POINT:**

**TERMS:**

N/30

**PLEASE**

V. KOLIT

### PLAINS: ILL.

**PERCENT**

REFER TO:

 $2\epsilon/13.$ 

QTY	QUANTITY	UNIT	FAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	T/E	UNIT PRICE	TOTAL
1	6	EA	540	CH72532	CONFIRMING ORDER PLACED BY TELEPHONE ON 8-20-70 TO YOUR MR. D. DALY			
				2174400	TRUSTER #3 L/H & R/H DOOR LATCH RELEASE	25	166.47	1A
					REUSABLE CONTAINER CATEGORY NUMBER 2 REQUIRED - VENDOR FURNISHED		990.00	
					<i>Price in accordance with dated 8/10/70</i>			
					<i>Noted by</i>			
					<i>8/31/70</i>			

RECEIVED 9-4-70

PROMISED SHIPMENT 9-15-70  
EXPEDITE

SEE F-100 LIST FOR INFORMATION RE: FORTY-SEVEN FIFTY-SEVEN AND COLLECTOR'S  
C-470 INFORMATION ON THE SLIP CAN BE USED TO ORDER THE  
SIXTY-SEVEN SIXTY-SEVEN AND ONE OF F-100.

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## O.E.A., INC. INVOICES

NO. 3962

INVOICE

OEA, Inc.

1030 F. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

Supplier ID: 07140

SOLD TO Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017  Attention: Director - Disbursements			PROJECT 2213  GOVERNMENT CONTRACT NUMBER Commercial  SHIPPED TO USA Air Freight (015-ORD-234-0170)		TERMS [ ] N DAY [X] NET 10 DAYS	
SHIPPED TO Pan American World Airways, Inc. Receiving Number #14 J. F. Kennedy International Airport Jamaica, New York 11430			MARKINGS Small Arms Ammunition Class "C" Explosives			
DATE 10/30/70		CUSTOMER ORDER NO. H-40135-017V			DATE SHIPPED 10-30-70	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	20	EA	OEA P/A 2174210 Rocket, 40 EA	\$76.95	\$1,539.00	

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## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N. Y. 10017

TO: OEA INC  
1030 E NORTH AVE  
DES PLAINES, ILL 60016

SHIPPING INSTRUCTIONS  
ACCORDING TO WEIGHT

UP TO: LBS.  
TO: LBS.  
OVER: LBS.

SEE BELOW

Ref. P.O. #

Prepay transportation charges. Do not insure or de-  
Submit re-invoiced bills with your invoice. Each

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED — TO PERMIT PROMPT PAYMENT OF V.  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE

ACCORDING TO LINE CHECKED: ☒ SEND INVOICES TO PAN AMERICAN WORLD AIRWAYS, INC., ATTN: DES PLAINES, ILL 60016  
☐ SEND SPECIAL INSTRUCTIONS BELOW  
☐ SEND INVOICES AND PACKING LISTS TO "SAME"

When appropriate codes or labels are printed in the column or columns to the left of this line, they are to be used in accordance with the instructions on the back of this invoice. Do not use codes or labels for other than the purposes for which they are intended.

FOB POINT: DES PLAINES, ILL TERMS: N/A

M #	QUANTITY	UNIT	PACKING/Part No.	VENDOR PART NO.	DESC
	30	EA	540	2174230 RECHARGE KIT	
CONFIRMING ORDER PLACED BY TELE 10/27/70 WITH MR B. DALY					
DO NOT DUPLICATE MATERIAL SHIP 10/30/70 VIA TWA AWB #015-ORD-2					

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS AND INTERPRETATION OF ATA SPECIFICATION 700 CODES USED HEREIN FOR SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PLIER CODE  
CHASE ORDER  
NUMBER

U40185-000V  
#1/UP

ORDER and SUPPLIER CODE on all invoices and related PURCHASE ORDER NUMBER and any additional PARTS and invoice must also show gross pack or weight.

ONS DATE: 11/12/70  
POUNDS VIA  
Service/Alternative Parcel Post

BELOW 2218

excess of transportation carrier's F.O.B. maximum liability, contain up to 10% inside and outside of package.

PLEASE ADHERE EXACTLY TO THE FOLLOWING IF YOUR INVOICE MATTERS.

Statement: ORIGINAL BILL OF LADING AND ALL OTHER DOCUMENTS MUST BE PRESENTED TO THE CARRIER AT THE TIME OF DELIVERY.

or codes by authority of the Federal Trade Commission, 16 Reg. 1 and all other applicable regulations may be filled in.

ATTENTION: ALL INVOICES MUST BE SENT TO THE FOLLOWING ADDRESS:

PLEASE MAIL TO: V. KATLIN 20/70

T/E	UNIT PRICE	QTY	TOTAL
25	70.95	EA	1,773.75
	X 30		
			51,802.50
			11/17/70

AMERICAN WORLD AIRWAYS, INC.

FORWARDED BY AIR

Completion of this invoice is subject to the terms and conditions of the contract.



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## O.E.A., INC. INVOICES

NO. 3069

REVENUE  
OEA, Inc.1040 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 627-5512 CHICAGO PHONE 631-1152FAX 910-272-3516  
Supplier O.E.A. 07140

SOLD TO Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017  Attention: Director - Disbursements			PROJECT 2218  GOVERNMENT CONTRACT NUMBER Commercial  SHIPPED VIA TWA Air Freight (015-ORD-234-0170)		TERMS: <input type="checkbox"/> 10 DAYS <input checked="" type="checkbox"/> NET 30 DAYS	
SHIPPED TO Pan American World Airways, Inc. Receiving Manager #14 J. F. Kennedy International Airport Jamaica, New York 11430			MARKINGS Small Arms Ammunition Class "C" Explosives			
DATE 10-29-76		CUSTOMER ORDER NO. U-40186-002V			DATE SHIPPED 10-30-76	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	30	EA	OEA P/R 2174/30 Recharge Kit	\$76.29	\$2,288.70	
PACKAGED WITH INSTRUCTIONS AND INSTRUCTIONS						

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## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N. Y. 10017

OEA INC  
1030 E NORTH AVE  
DES PLAINS, ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

UNTER-REV

41/UP

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any reference number on all packages. Each package unit and invoice must also show gross package weight.

SHIP TO: →

## SHIPPING INSTRUCTIONS

DATE: 11/1/70

ACCORDING TO WEIGHT IN POUNDS VIA

UP TO: 155. United Parcel Service/Alternate Parcel Post  
TO: 155. Ry. Express  
OVER 155.

SEE BELOW

SEE BELOW

2218

Ref. P.O. #

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's 100% maximum liability. Submit receipted bills with your invoice. Each shipment must contain unpaid I/L inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR PURCHASER SHIPPED OR SERVICE RENDERED — TO PERMIT PROPER PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING INSTRUCTIONS. INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTERHEAD.

(ACCORDING TO BILL CHECKER)  
☒ SEND 5 INVOICES TO PAN AMERICAN WORLD AIRWAYS, INC., ATTN: DIRECTOR, MANAGEMENT  
☐ SEE SPECIAL INSTRUCTIONS BELOW  
☐ SEND 10 INVOICES AND 4 TACKLING LISTS TO "SALES"

GENERAL INSTRUCTIONS  
1. INVOICES MUST BE SUBMITTED TO THE  
2. INVOICES MUST BE SUBMITTED TO THE  
3. INVOICES MUST BE SUBMITTED TO THE  
4. INVOICES MUST BE SUBMITTED TO THE

With appropriate code or codes are printed in the column or columns to the left such code or codes by authority of the Federal Aviation Agency are required under FAR Regulation No. 1. "You are required to follow the provisions of FAR Reg. 1 and of all other applicable regulations and orders of DASA in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF PURCHASING MANAGER, PAN AM

ONE POUND

DES PLAINS, ILL

TERMS:

1/30

PLEASE

V. KALLI 11/1/70

REFER TO:

EM	QUANTITY	UNIT	FAA Class Part No.	VENDOR PART NO.	DESCRIPTION	UNIT PRICE	UNITED STATES	TOTAL
	30	EA	540	2174430	CONFIRMING ORDER PLACED BY TELEPHONE ON 10/27/70 WITH MR. B. DALY RECHARGE KIT DO NOT DUPLICATE MATERIAL SHIPPED TO JFK ON 10/30/70 VIA TWA AMB 2015-ORD-2340170	76.25 76.95 7.30 2,308.50 11/2/70		

CONFIRMING ORDER PLACED BY TELEPHONE ON 10/27/70 WITH MR. B. DALY  
RECHARGE KIT  
DO NOT DUPLICATE MATERIAL SHIPPED TO JFK ON 10/30/70 VIA TWA AMB 2015-ORD-2340170

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS AND INTERPRETATION OF ATA SPECIFICATION 200 CODES USED HEREIN FOR SELECTED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.

R. L. ...  
PURCHASING MANAGER



76a

## O.E.A., INC. INVOICES

NO. 4570

INVOICE  
OEA, Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827 5512 CHICAGO PHONE 431-1159

SUBJECT CODE 07140

SOLD TO: Pan Am World Airways, Inc. P. O. Box 1413 Grand Central Station New York, New York 10017 Attn: Director-Disbursement			PROJECT 2219		TERMS <input type="checkbox"/> 30 DAYS <input checked="" type="checkbox"/> NET 30 DAYS	
SHIPPED TO: Pan Am World Airways, Inc. Cent. Receiving & Shipping Hangar #11 J. F. K. International Airport Jamaica, New York 11430			MARKING P. O. V43384-OD2V			
DATE		CUSTOMER ORDER NO.		DATE SHIPPED		
9/24/71		V43384-OD2V		10/3/71		
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
001	4	ea.	OEA P/N 2174123 Pin	\$9.24	\$36.96	
PAY TO THE ORDER OF: BANK OF AMERICA NEW YORK, N.Y.						

77a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.

PAN AM BUILDING, NEW YORK, N. Y. 10017

O E A INC  
1020 EAST NORTH AVE  
DES PLAINS ILLECC16  
FILE  
2218  
PAA

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

V 4 134-002V

SHOW THE PURCHASE ORDER NUMBER AND SUPPLIER CODE ON ALL  
INVOICES AND RELATED CORRESPONDENCE. SHOW ONLY THE PURCHASE  
ORDER NUMBER AND ANY ADDITIONAL MARKS ON ALL PACKAGES. EACH  
PACKAGE UNIT AND INVOICE MUST ALSO SHOW GROSS PACKAGE WEIGHTS.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE 01-07-1971

PAN AMERICAN WORLD AIRWAYS, INC. VIA:  
CENT RECEIVING & SHIPPING  
FANCAR #14  
JFK INTERNATIONAL AIRPORT  
JAMAICA, N.Y. 11420Specified Shipping  
Method Codes  
SFBUP TO 40 LBS.  
41 TO 50 LBS.  
OVER 50 LBS.UNITED PARCEL SERVICE/ALTERNATE PARCEL POST  
BY EXPRESS  
ACME FAST FREIGHT

PFF.P.O.# V4134-002V

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's FREE without filing.  
Submit receipted bills with your invoice. Each shipment must contain applied P.O. inside and outside of package.INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED  
BILLING INSTRUCTIONS

SEND 5 INVOICES TO

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director, Enforcement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017Bureau of Customs and  
Post Inspection, New York

General Order Code	Defense Material Alternate Code
--------------------------	--

When appropriate code or codes are printed in the column or columns in the left hand side or codes by authority of the Federal Aviation Agency are certified and a DMS (Department of Motor Vehicle) No. 1. You are required to follow the provisions of DMS Reg. 1 and of all other applicable regulations and orders of DMS in showing restricted materials in defense products and materials needed to fill this order.

BY AUTHORITY OF THE FEDERAL AVIATION AGENCY

I.O.B. POINT

TERMS

PLEASE

REFER TO PP. K/L/11

DES PLAINS

ILL

NET

QUANTITY	UNIT	PAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	T/F	UNIT PRICE	PRICE	LN	EXT. TOTAL
4	EA	540	2174123	PIN	25	9.24	36.96	NET	36.96

ADDITIONAL ITEM DESCRIPTION, SPECIFICATIONS, ACCEPTABLE ALTERNATE PART NUMBER(S)

REQUIRED 4 BY 04/03/1971

GRAND TOTAL

36.96

Personnel will see  
it sure in  
it to acknowledge

ud. 1/10/71

V. 1/10/71

This is to certify that Pan American World Airways, Inc. holds sales tax certificate of registration No. 21-03-12416-19 and that, by authority of the Florida Bureau of Taxation, Pan American World Airways, Inc. has the responsibility for collecting direct tax on appropriate merchandise sold or shipped in the state of Florida.

PAN AMERICAN WORLD AIRWAYS, INC.

SEE REVERSE SIDE FOR INFORMATION RE: APPROPRIATE C.O.D. TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATION FOR GOODS USED HEREIN FOR SPECIFIC  
SHIPMENT METHOD AND UNIT OF MEASUREMENT



8a

## O.E.A., INC. INVOICES

INVOICE  
OEA, Inc.

NO. 5131

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPPLIER'S ORDER NO. 0714

<b>SOLD TO</b> Pan American World Airways P. O. Box 1412 Grand Central Station New York, New York 10017 Attn: Director - Disbursement		<b>PROJECT</b> 2218	<b>TERMS</b> <input type="checkbox"/> 5 DAYS <input checked="" type="checkbox"/> NET 30 DAYS
<b>DELIVER TO</b> Pan American World Airways Receiving Hangar 14 J. F. K. International Airport Jamaica, New York 11430		<b>GOVERNMENT CONTRACT NUMBER</b> Commercial	<b>SHIPMENT NO.</b> UAL Air Freight 016 ORD 2597 3872
		<b>MARKING</b> P. O. A20019-002 Airport Terminal Delivery Gross Wt.:                      Net Wt.: Dimensions:	

<b>DATE</b> 6/30/72		<b>CUSTOMER ORDER NO.</b> A20019-002	<b>DATE SHIPPED</b> 6/1/72		
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
01	2	ea.	PAA Class 540 OEA PZ 217420 Rod	\$10.00	\$20.00

"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."

*J. E. Banko*  
 J. E. Banko  
 Controller

79a

## O.E.A., INC. INVOICES

O.E.A., INC.  
1030 E. NORTH AVENUE  
DES PLAINS, ILLINOIS 60016O.E.A. INC.  
1030 E. NORTH AVENUE  
DES PLAINS, ILLINOIS 60016

07140

SUPPLIER CODE  
PURCHASE ORDER #  
INVOICE #

MD 863300

A20019-002

2218

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any pertinent markings on all packages. Each package cost and invoice must also show package weight (gross, net) and measurements.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE: 6/26/72

VAN AMERICAN WORLD AIRWAYS, INC.

ACCORDING TO WEIGHT IN POUNDS VIA

RECEIVING

HANGAR 14

J.F. KENNEDY INTERNATIONAL AIRPORT

JAMAICA, N. Y. 11430

REF. P. O. # A20019-002

UP TO: LBS. United Parcel Service/Alternate Parcel Post  
TO: LBS. Ry. Express

OVER LBS. MARK AWB AIRPORT TERMINAL DELIVERY

NORTHWEST AIRLINES AIR FREIGHT

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's TARE maximum liability. Submit accepted bills with your invoice. Each shipment must contain accepted T/L inside and outside of container.

## SHIPPING INSTRUCTIONS

INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND IN INVOICES TO:

For American World Airways, Inc., Attn: Director-Distribution  
P. O. Box 101, Grand Central Station, New York, N. Y. 10017

ORIGINALS OF INVOICES MUST ACCOMPANY SHIPMENTS. ALL FOREIGN SHIPMENTS MUST BE ACCOMPANIED BY A PROFORMA INVOICE.

SEE BELOW FOR SPECIAL SHIPPING INSTRUCTIONS

F.O.B. POINT:

DES PLAINS, ILLINOIS

TERMS:

N/30

FREIGHT

PLEASE REFER TO: C. TITA 7/3/10

#	QUANTITY	UNIT	PAA Chart/Part No.	VENDOR PART NO.	DESCRIPTION	T/E	UNIT PRICE	TOTAL	DATE
2	EA	540		2174200	CONFIRMATION ORDER PLACED BY C. TITA ON 6/23/72 TO YOUR MR. J. GALLAGHER.	25	10.65	2130	6/27/72
					ROD		X 2		
							2130		

REQUIRED: 6/27/72

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS, CONDITIONS, AND INTERPRETATION OF DATA INDICATION AND CODES USED HEREIN FOR SPECIAL SHIPPING METHOD AND UNIT OF PURCHASE.

For American World Airways, Inc.

R. L. L.

This acknowledgment shall be valid only if it is signed by the shipper and the consignee on the date of receipt of the goods. The shipper shall be responsible for the accuracy of the data furnished and for the return of the goods to the shipper within 30 days of receipt by the consignee.



80a

## O.E.A., INC. INVOICES

NO. 4686

INVOICE

OEA, Inc.

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 627-5512 CHICAGO PHONE 631-1159JAN 9 1971  
SUPPLY ORDER 67140

SOLD TO:		PROJECT		TERMS:	
Pan American World Airways P. O. Box 1412 Grand Central Station New York, New York 10017		2218		CASH	
Attn: Director - Disbursement		GOVERNMENT CONTRACT NUMBER		NET 30 DAYS	
		Commercial		<input checked="" type="checkbox"/>	
SHIPPED TO:		SHIPPED VIA			
Pan American World Airways Receiving Hangar 14 J. F. K. International Airport Jamaica, New York 11430		U. S. Mail			
		MARKING			
		P. O. A05948-OD2		Net Wt. :	
		Gross Wt. :			
		Dimensions:			

DATE 12/8/71			CUSTOMER ORDER NO. A05948-OD2			DATE SHIPPED 12/1/71	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL		
01	12	ea.	FAA Class 540 OEA P/N 2174217 Plate	\$1.29	\$15.48		
<p>"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."</p> <p><i>J. E. Banko</i> J. E. Banko Contracts Administrator</p>							

INVOICE TO BE PAID WITH PAYMENT

1. RECEIPT

2. EX-100

81a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N. Y. 10017-

TO: OEA INC  
1000 E NORTH AVE  
DES PLAINS, ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

A05948-002

#1/UP

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any additional MARKS on all packages. Each package unit and invoice must also show package weights (gross, net) and measurements.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE: 12/6/71

PAN AMERICAN WORLD AIRWAYS, INC.

ACCORDING TO WEIGHT IN POUNDS VIA

RECEIVING 14

HANGAR

J. F. KENNEDY INTERNATIONAL AIRPORT

JAMAICA, N. Y. 11430

REF. P. O. # A05948-002

UP TO: LBS. United Parcel Service/Alternate Parcel Post  
TO: LBS. Ry. Express  
OVER LBS. AIR MAIL SPECIAL DELIVERY

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's FRT maximum liability. Submit receipted bills with your invoice. Each shipment must contain required P/I inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED — TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 5 INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Disbursement  
P. O. Box 2412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

ORIGINAL SET OF INVOICES MUST BE SUBMITTED TO THE  
ALL PAYMENTS MUST BE MADE  
WITHIN 15 DAYS OF THE  
DATE OF THE INVOICE

TO: DES PLAINS, ILL

TERMS:

N/30

PERCENT

PLEASE REFER TO:

N MC QUAIN 12/10

QTY	QUANTITY	UNIT	PAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	1/2	UNIT PRICE	TOTAL	DATE
	12	EA	540	2174217	CONFIRMING ORDER PLACED BY TELEPHONE ON 12/3/71 WITH YOUR MR. B. DALY PROMISED SHIPMENT 1/3/72 PLATE	25	1.29	15.48	12/13/71

REQUIRED 12/7/71

EXPEDITE

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS, CONDITIONS, AND INTERPRETATION OF ATA SPECIFICATION 700 CODES USED HEREIN FOR SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

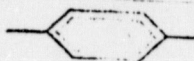
PAN AMERICAN WORLD AIRWAYS, INC.

By acknowledgement or other acceptance of this order, seller agrees to the above and to the conditions on back of this form. Your signature below acknowledges receipt of this order and its terms within 3 days of its receipt by you.



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## O.E.A., INC. INVOICES

INVOICE  
OEA, Inc.

NO. 4831

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPPLY ORDER 07140

TO Pan American World Airways P. O. Box 1412 Grand Central Station New York, New York Attn: Director - Reimbursement		PROJECT 2213 GOVERNMENT CONTRACT NUMBER Commercial SHIPPED VIA U.S. Mail	TERMS L1 DAYS 10 DAYS
SHIPPED TO Pan American World Airways Receiving Hangar 14 J. F. K. International Airport Jamaica, New York 11430 Ref. P. O. F44273-OD2V		MARKINGS	

DATE			CUSTOMER ORDER NO.		DATE SHIPPED	
10/27/71			F44273-OD2V		11/3/71	
ITEM	QUANTITY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
001	10	ea.	2174141 Casket Assembly PAA Class: 540		\$5.16	\$51.60

ONLY COPY AVAILABLE

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## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.  
PAN AM BUILDING, NEW YORK, N.Y. 10017

O. E. A. INC.  
1030 EAST NORTH AVENUE  
DES PLAINS, ILL. 60016

07140

SHIPPER CODE  
PURCHASE ORDER  
NUMBER

F44273-0D2V

F41/UP

2218

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any additional MARKS on all packages. Each package unit and invoice must also show package weight (gross weight net) and measurements.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE: 10/25/71

PAN AMERICAN WORLD AIRWAYS, INC. ACCORDING TO WEIGHT IN POUNDS VIA

RECEIVING

HANGAR #14

J. F. KENNEDY INTERNATIONAL AIRPORT  
JAMAICA, N. Y. 11430

REF. P. O. # F44273-0D2V

UP TO 40 LBS. United Parcel Service/Alternate Parcel Post  
41 TO 50 LBS. Ry. Express  
OVER 50 LBS.

Special Handling Marked  
SSB

ACME FAST FREIGHT

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's FREE maximum liability. Submit receipted bills with your invoice. Each shipment must contain unopened P/L inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED — TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE STRICTLY TO THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 5 INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Distribution  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

ORIGINALS FOR ALL INVOICES MUST BE ACCOMPANIED BY ALL OTHER SHIPMENTS AND MUST BE SENT BY AIR MAIL TO THE OFFICE OF THE DIRECTOR OF THE BUREAU OF AERONAUTICS.

When appropriate code or codes are printed in the column or columns to the left each code or codes by authority of the Federal Aviation Agency are certified under DMS Regulation No. 1. "You are required to follow the provisions of DMS Reg. 1 and of all other applicable regulations and orders of BSA in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF PURCHASING MATERIALS, P. 112, 113

FOR POINT:

TERMS:

N/30

PERCENT

PLEASE PRINT OR TYPE NAME & ADDRESS  
REFER TO:

DES PLAINS, ILL.

QUANTITY UNIT PAA Class/Part No.

VENDOR PART NO.

DESCRIPTION

LBS

PRICE

TAXES

1 10 EA 540

2174141

GASKET ASSY

25

5.16

F/ NI

EXPEDITE

REFER YOUR QUOTATION PER LETTER DATED  
10/18/71

*Price and deliv in accordance with quote 2218 dated 10/2/71*

*and 11/4/71*

*revised 11/5/71*

P64671

REQUIRED 10/30/71

PROMISED SHIPMENT 1/20/72

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATION AND CODES USED HEREIN FOR  
SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.

*Q. A. J. [Signature]*

PURCHASING MATERIALS

By acceptance of this invoice, the purchaser agrees to the above terms and conditions on reverse side hereof. The purchaser shall be responsible for the complete and correct fulfillment of all orders and for the payment of the invoice.



84a

## O.E.A., INC. INVOICES

NO. 4623

INVOICE  
OEA, Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159

SUPPLIER CODE: 07140

<b>SOLD TO:</b> Pan American World Airways P.O. Box 1412 Grand Central Station New York, New York 10017 Attn: Director - Disbursement			<b>PROJECT</b> 2218		<b>TERMS:</b> <input type="checkbox"/> 30 DAYS <input checked="" type="checkbox"/> NET 30 DAYS	
<b>SHIPPED TO:</b> Pan American World Airways Receiving Hanger 14 J.F.K. International Airport Jamaica, New York 11430 Ref. P.O. #F 44272-OD2V			<b>GOVERNMENT CONTRACT NUMBER</b> Commercial		<b>SHIPPED VIA</b> U. S. Mail	
<b>DATE</b> 10/27/71			<b>CUSTOMER ORDER NO.</b> F44272-OD2V		<b>DATE SHIPPED</b> 11/1/71	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
001	10	ea.	540 Spring OEA P/N 2174139	\$1.35	\$13.50	

85a

## O.E.A., INC. INVOICES

PAN AMERICAN

PAN AMERICAN WORLD AIRWAYS, INC. NEW YORK, N.Y. 10017

O.E.A. INC.  
1030 E. NORTH AVENUE  
DES PLAINS, ILL. 60016

TO:

07140

PURCHASE ORDER  
NUMBER

144272-0D2V

2218

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any additional MARKS on all packages. Each package unit and invoice must also show package weight (gross, net, and tare) and measurements.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE:

10/20/71

PAN AMERICAN WORLD AIRWAYS, INC.

RECEIVING

HANGAR 14

J. F. KENNEDY INTERNATIONAL AIRPORT

JAMAICA, N. Y. 11430

REF. F. O. # F44272-0D2V

ACCORDING TO WEIGHT IN POUNDS VIA

UP TO: 25 LBS. United Parcel Service/Alternate Parcel Post  
41 TO: 50 LBS. Ry. Expt.  
OVER 50 LBS. ACME FAST FREIGHT

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's FREE maximum liability. Submit receipted bills with your invoice. Each shipment must contain unpriced P/L inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED - TO PERMIT FACILITY PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:  
INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND IN INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Billing  
P. O. Box 1414, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

F.O.B. POINT:

DES PLAINS, ILL

TERMS:

N/30

PERCENT

PLEASE MAKE CHECK PAY TO:

QTY	QUANTITY	UNIT	PAA Class/Part No.	VENDOR PART NO.	DESCRIPTION	T/L	UNIT PRICE	AMOUNT
10	10	EA	540	2174130	SPRING	25	1.35	13.50
					REFER YOUR QUOTATION PER LETTER DATED 10/18/71 PROMISED SHIPMENT 1/20/72		Y 10	
					EXPEDITE		13.50	

REQUIRED 10/30/71

Price and delivery in accordance with letter 2218 (PAA) dated 10/18/71

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS, CONDITIONS, AND INTERPRETATION OF ATA SPECIFICATION 200 CODES USED HEREIN FOR SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

By acknowledgment or other acceptance of this order, seller agrees to the above and to the conditions of payment set forth hereon. The purchaser's order acknowledgment must be received by the seller within 30 days of its receipt by the seller.

PAN AMERICAN WORLD AIRWAYS, INC.

P.O. 1414

Grand Central Station, New York, N.Y. 10017



86a

## O.E.A., INC. INVOICES

RO. 009

INVOICE  
O.E.A., Inc.1020 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60018  
PHONE 827-5512 CHICAGO PHONE 631-1117  
TWX 910 231 3516

SOLD TO: <b>Pan American World Airways, Inc.</b> P. O. Box 1417 Grand Central Station New York, New York 10017 Attn: Director - Disbursement			PROJECT 2218		TERMS 11 5 DAYS <input checked="" type="checkbox"/> NET 20 DAYS	
SHIPPED TO: <b>Pan American World Airways, Inc.</b> Cent. Receiving & Shipping Hangar 14 J. F. K. International Airport Jamaica, New York 11430			GOVERNMENT CONTRACT NUMBER <b>Commercial</b>		SHIPPED VIA <b>REA Air Express 56-77-23</b>	
			MARKINGS <b>Small Arms Ammunition          Class C Explosives</b> (Supplier Code 07140) Ref. P.O. F43762-0102V			
DATE 7/12/71		CUSTOMER ORDER NO. F4352-OD2V			DATE SHIPPED 7/15/71	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
001	12	ea.	OEA P/N 2174430 Recharge Kit	\$76.29	\$915.48	
ENCLOSURE WITH INVOICE 200 <input type="checkbox"/> REPORT <input type="checkbox"/> COPY						

87a

## O.E.A., INC. INVOICES

PAN AMERICAN WORLD AIRWAYS, INC.

PAN AM BUILDING, NEW YORK, N. Y. 10017

O E A INC  
1035 EAST NORTH AVE  
DES PLAINS ILL 60016

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

F43262-CD2V

SHOW THE PURCHASE ORDER NUMBER AND SUPPLIER CODE ON ALL  
INVOICES AND RELATED DOCUMENTS. THESE SHOULD BE IDENTICAL  
ORDER NUMBER AND SUPPLIER CODE. THESE SHOULD BE IDENTICAL  
PACKAGE UNIT AND INVOICE MUST ALSO SHOW THESE PACKAGES NUMBER.

2218

## SHIPPING INSTRUCTIONS

DATE 7-1-1971

SHIP TO:

PAN AMERICAN WORLD AIRWAYS, INC. VIA  
CENT RECEIVING + SHIPPING  
HANGAR #14  
JFK INTERNATIONAL AIRPORT  
JAMAICA, N.Y. 11430Selected Shipping  
Methods Codes  
SSSUP TO 40 LBS.  
TO 50 LBS.  
OVER 50 LBS.UNITED PARCEL SERVICE (AIR/FAST PARCEL POST)  
BY EXPRESS

ACKE FAST FREIGHT

REF. P.O. # F43262-CD2V

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED

## BILLING INSTRUCTIONS

SEND 5 INVOICES TO

PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director-Disbursement  
P. O. Box 1412, Grand Central Station, New York, N. Y. 10017Original Bill of Lading  
To be attachedPackage  
Code  
Quantity  
Code  
Description  
Code  
Unit  
Code

When appropriate code or codes are printed in the column or columns to the left such code or codes by a majority of the Central Station Agency are sufficient code. This is subject to the provisions of the IATA Reg. 1 and of all other applicable regulations and orders of IATA in relation to the transportation of goods by air.

P. O. Box 1412

TERMS

PLEASE

REFER TO P. 10017

DES PLAINS ILL NET

QUANTITY	UNIT	PAA Class	Part No.	VENDOR PART NO.	DESCRIPTION	T/L	UNIT PRICE	PRICE	DATE	EXTENSION
12	EA	540		217443C	KIT	25	76.29	EA	NET	915.48

ADDITIONAL ITEM DESCRIPTION, SPECIFICATIONS, ACCEPTABLE ALTERNATE PART NUMBER/S:

REQUIRED 12 BY 07/27/1971

GRAND TOTAL

915.48

pddok

and 7/15/71

This is to certify that Pan American World Airways, Inc. holds valid the certificate of registration No. 217443C and that, by authority of the Florida Revenue Commission, this document is a valid receipt for the goods shown on the invoice and for the amount shown on the invoice.

PAN AMERICAN WORLD AIRWAYS, INC.

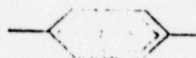
I HEREBY CERTIFY THAT THE PURCHASE ORDER, INVOICE AND CONDITIONS  
AND INSTRUCTIONS OF WORK SPECIFICATIONS AND OTHER DATA HEREON FOR THE  
ITEMS SHOWN ON THIS INVOICE ARE COMPLETE.

O. L. L.



88a

## O.E.A., INC. INVOICES

INVOICE  
OEA, Inc.1600 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1155  
TWX 910 223 3516

NO. 4077

Supplier Code 07140

<b>SOLD TO</b> Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017 Attention: Director-Disbursements			<b>PROJECT</b> 2210		<b>TERMS:</b> <input type="checkbox"/> 1 DAYS <input checked="" type="checkbox"/> NET 30 DAYS	
<b>SHIPPED TO</b> Pan American World Airways, Inc. Receiving Station No. 14 J. F. Kennedy International Airport Jamaica, New York 11430 R.F. P.O. 041734-002V			<b>GOVERNMENT CONTRACT NUMBER</b> Commercial		<b>SHIPPED VIA</b> U. S. Air Mail	
<b>DATE</b> 10-30-70			<b>CUSTOMER ORDER NO.</b> U41734-002V		<b>DATE SHIPPED</b> 1-5-71	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	10	ea.	P/A Class/Part No. 540 OEA P/N 207 214 010000	\$6.75	\$67.50	
NEED INVOICE						

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## O.E.A., INC. INVOICES

J.E.A. INC  
1030 E. NORTH AVENUE  
DES PLAINS ILLINOIS 60016

PAN AM BUILDING, NEW YORK, N. Y. 10017

07140

SUPPLIER CODE  
PURCHASE ORDER  
NUMBER

MD 681376

U41734-002V

#1/UP

FILE  
2218  
PAA

Show the PURCHASE ORDER NUMBER and SUPPLIER CODE on all invoices and related correspondence. Show only the PURCHASE ORDER NUMBER and any additional letters on all packages. Each package unit and invoice must also show package weight (gross, net) and measurements.

SHIP TO:

## SHIPPING INSTRUCTIONS

DATE:

12/16/70

AN AMERICAN WORLD AIRWAYS, INC.

ACCORDING TO WEIGHT IN POUNDS VIA

ECONOMY

UP

TO:

165

United Parcel Service/Alternate Parcel Post

TANGAR

14

TO:

165

Ry. Express

J. F. KENNEDY INTERNATIONAL AIRPORT

JAMAICA, N. Y. 11430

EF. P. O. # U41734-002V

OVER

165

EASTERN AIRLINES AIR FREIGHT

MARK AWB AIRPORT TERMINAL DELIVERY

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's 1000 maximum liability. Submit suggested bills with your invoice. Each shipment must contain unpaid P.O. inside and outside of package.

## BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED - TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:

INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 3 INVOICES TO:

PAN AMERICAN WORLD AIRWAYS, INC. Attn: Director/Disbursement  
P. O. Box 141, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERSEDING SPECIAL BILLING INSTRUCTIONS

ORIGINAL INVOICE MUST BE ACCOMPANIED BY PROOF OF DELIVERY  
ALL FORWARDED INVOICES MUST BE  
"PROOF OF DELIVERY" INVOICE  
UNLESS OTHERWISE SPECIFIED

When appropriate code or codes are printed in the column or columns to the left such code or codes by authority of the Federal Aviation Agency are certified under DMS Regulation No. 1. "You are required to follow the provisions of DMS Reg. 1 and of all other applicable regulations and orders of FASA in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF: PURCHASING MANAGER, PAA, AGENC

C.O. #

TERMS:

N/30

PERCENT

PLEASE

REFER TO: V KALLIT 28/AK

CONTAINES ILL

QUANTITY	UNIT	PAA Code/Part No.	VENDOR PART NO.	DESCRIPTION	Y/E	UNIT PRICE	AMOUNT	TAX
50	EA	540	2174114	SLEEVE	25	6.75	EA	1001
				EXPEDITE FOR MD HOT LIST		X 50		
						337.50		
						12/16/70		

10000 available 8/20 1/2/71

and 1/20/70

REQUIRED 12/14/70

REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATION 200 CODES USED HEREIN FOR  
SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.

R. L. [Signature]

PURCHASING MANAGER



90a

## O.E.A., INC. INVOICES

NO. 1011

INVOICE  
O.E.A., Inc.1010 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 227-5512 CHICAGO PHONE 621-1120  
FAX 910-233-3416

SUPPLIER CODE 07110

SOLD TO:			PROJECT		TERMS	
Pan American World Airways, Inc. P. O. Box 1412 Grand Central Station New York, New York 10017			2218		E 5 DAYS	
			GOVERNMENT CONTRACT NUMBER		X NET 30 DAYS	
			Commercial			
SHIPPED TO:			SHIPPED VIA			
Attention: Director - Disbursements Pan American World Airways, Inc. Receiving Banner #14 J. F. Kennedy International Airport Jamaica, New York 11430			U. S. Air Mail			
Ref. P. O. - U41311-OD2V and U41337-OD2V			MARKING			
DATE			CUSTOMER ORDER NO.		DATE SHIPPED	
10-31-70			See Below		12/1/70	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	3	EA	PAA Class 5-40 OEA P/N 2174172 T-14 PAA P. O. No. U41341-OD2V	\$9.24	\$27.72	
1	6	EA	PAA Class 5-40 OEA P/N 2174115 Spring PAA P. O. No. U41337-OD2V	4.08	24.48	
					\$52.20	
ENCLOSURE (If any) (If any)						
C. E. M. QUOT						





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## O.E.A., INC. INVOICES

TO: O.E.A. CORP  
1030 E. NORTH AVE  
DES PLAINES, ILL 60016

FILE 2218

07140 SUPPLIER CODE PURCHASE ORDER NUMBER

U41337-002V

SHIP TO: PAN AMERICAN WORLD AIRWAYS, INC. RECEIVING HANGAR 14 J. F. KENNEDY INTERNATIONAL AIRPORT JAMAICA, N. Y. 11430 REF. P. O. # U41337-002V

SHIPPING INSTRUCTIONS ACCORDING TO WEIGHT IN POUNDS VIA

DATE: 11-20-70

UP TO: 40 LBS. United Parcel Service/Alternate Parcel Post  
41 TO: 50 LBS. Ry. Express  
OVER 50 LBS.

ACME FAST FREIGHT

Prepay transportation charges. Do not insure or declare value in excess of transportation carrier's FREE maximum liability. Submit remittance bill with your invoice. Each shipment must contain unprinted P/L inside and outside of package.

BILLING INSTRUCTIONS

INVOICE ONLY FOR QUANTITY SHIPPED OR SERVICES RENDERED - TO PERMIT PROMPT PAYMENT OF YOUR INVOICE PLEASE ADHERE EXACTLY TO THE FOLLOWING:

INCLUDE ABOVE SUPPLIER CODE, IDENTIFIED AS SUCH, IN THE IMMEDIATE VICINITY OF YOUR INVOICE MASTHEAD.

IMMEDIATELY AFTER SHIPPING MATERIAL, SEND 3 INVOICES TO:  
PAN AMERICAN WORLD AIRWAYS, INC., Attn: Director/Disbursement  
P. O. Box 111, Grand Central Station, New York, N. Y. 10017

SEE BELOW FOR SUPERVISING SPECIAL BILLING INSTRUCTIONS

When appropriate code or codes are printed in the column or columns to the left such code or codes by authority of the Federal Aviation Agency are certified under DMS Regulation No. 1. "You are required to follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of BPSA in obtaining controlled materials and other products and materials needed to fill this order."

BY AUTHORITY OF PURCHASING MANAGER, O.E.A. CORP

PLEASE REFER TO: V. KALININ

QUANTITY	UNIT	P.A.A. Code/Part No.	VEHICLE PART NO.	DESCRIPTION	WE	UNIT PRICE	TOTAL
6	EA	540	2174115	SPRING	25	4.08	24.48
				EXPEDITE REFER YOUR QUOTATION PER WIRE DATED 11-17-70 PROMISED SHIPMENT 30 DAYS ARO			

Price & deliv in accordance with  
7WX 2218 dated 7.1.70

REQUIRED 11-30-70

SEE REVERSE SIDE FOR INFORMATION RE: PURCHASE ORDER TERMS AND CONDITIONS  
AND INTERPRETATION OF ATA SPECIFICATION 700 CODES USED HEREIN FOR  
SPECIFIED SHIPPING METHOD AND UNIT OF PURCHASE.

PAN AMERICAN WORLD AIRWAYS, INC.

PROMISED SHIPMENT

93a

## O.E.A., INC. INVOICES

NO. 1173

1001 FIVE AVENUE, FIFTH FLOOR, NEW YORK 60216  
 PHONE 127-5512 CHICAGO PHONE 641-1159  
 TWX 710-243-3516

SOLD TO			PROJECT		TERMS	
Mr. India Purchase Office 155-63 A. Condit Avenue Jamaica, New York 11434			0010 (C)		[ ] X DAYS	
			GOVERNMENT CONTRACT NUMBER		[ ] NET 30 DAYS	
			SHIPMENT			
			UNITED Parcel Service			
SHIPPED TO:			MARKING			
Mr. India Purchase Office 155-63 A. Condit Avenue Jamaica, New York 11434						
DATE		CUSTOMER ORDER NO.		DATE SHIPPED		
3/15/73		1173		3/15/73		
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	40	ea.	2 275000 E H COMP/N 7176100	9.35	374.00	
2	10	ea.	2 27131 E H COMP/N 7176100	.57	5.70	
<p>"I hereby certify that amounts listed herein do not exceed the lesser of (1) the contract price, or (2) the amount payable established in accordance with Executive Order 11645 dated August 16, 1971."</p> <p><i>[Signature]</i>        J. S. [Name]        Controller</p>						
<p>"This invoice is subject to the terms and conditions of the contract and the invoice is not valid unless it is accompanied by a copy of the contract and the invoice is not valid unless it is accompanied by a copy of the contract and the invoice is not valid unless it is accompanied by a copy of the contract."</p>						



TELEPHONE NO. 212-121-1010  
TELEX NO. WESTERN UNION 960142

**O.E.A. INCORPORATED**  
1030 E. NORTH AVENUE  
NEW YORK 10016

PURCHASE ORDER NO. JD3187

Your Ref:  
Example Ref

To

Date: March 8th, 1973

Our Ref: Previous supply 4DJ7220 & DJ7221 of 8-2-72  
PLEASE SUPPLY/REPAIR THE FOLLOWING:

O.E.A. INCORPORATED  
1030 E. NORTH AVENUE  
DES PLAINES, ILLINOIS 60016

2218

(Abb. as per ATA 100)

Order No.	Date of Order	Order Type	Order Code	Order No.	Reserved	Part Number	Nomenclature	Supplier Code	Ship Date	Shipping Date	Unit	Quantity	Unit Rate	Discount	Remarks
JD3187				1	2925980	MS19050-3	BALL	07140	01-04-73	SSC	EA	40	0.36		15
"				2	2927131	2174105	FIN	"	"	"	"	10	0.57		E.T.

*Prin on pr int  
cont*

U.S. Export Commodity No: 734.9230

F.O.B.

PLANT

Terms:

NET

For AIR INDIA

R.B. QUINN

*and 1/14/73*

O.E.A., INC. INVOICES

94a

95a

## O.E.A., INC. INVOICES

## PURCHASE ORDER

IMPERIAL IRANIAN A.F.  
PURCHASING MISSION  
33 WORTH STREET  
NEW YORK, N. Y. 10013

ORDER No. LP 2301705  
THIS NO. MUST APPEAR ON INVOICE,  
P/L CASES, BUNDLES, PACKING SLIPS  
AND CORRESPONDENCE.

DATE Nov. 14, 1972

2400-5

O E A INC.  
1030 E. NORTH AVENUE  
DES PLAINES ILL.

ATT. MR. BARRON DALY

## EXPORT MARKS

Imperial Iranian Air Force  
Doshan Tappeh A.F.B.  
Tehran-Iran

LP No. 2301705

to ship the following merchandise subject to conditions on reverse side:

ADVISE THIS OFFICE WHEN MATERIAL IS READY AT PLANT  
FOR SHIPMENT. AT WHICH TIME WE WILL ISSUE SHIPPING INSTRUCTIONS.  
Refer to appendix Number 1 PLEASE FURNISH SIZE AND WEIGHTS OF EACH SHIPPING CONTAINER.

IMPORTANT: 1 Original certified true  
and correct, and 11 copies of invoices  
must be sent to N. Y. address.

☐ Air Prepaid☐ Freight Prepaid

12. Material must be delivered within \_\_\_\_\_ days from the date of this order unless there are reasons beyond your control. In which case, the new delivery date must be approved by this agency. Please acknowledge and advise shipping date within \_\_\_\_\_ day.

QTY.	DESCRIPTION	QUANTITY	UNIT COST	PRICE
5	INITIATOR PRESSURE. FSN 1377-825-4910 PN 2130300	40	420.00	\$ 16,800.00 fob plant sent 11/14/72
			TOTAL	

Attached is copy of drawing. Refer to drawing for details.

Please address all correspondence  
attention to: Col. Dalrymple

IMPERIAL IRANIAN A.F. PURCHASING MISSION



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## O.E.A., INC. INVOICES

INVOICE  
OEA, Inc.1000 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1159  
TWX 910-233-3516WAT. 10/1  
SMA

<b>SOLD TO:</b> Imperial Iranian Air Force Purchasing Mission 33 Worth Street New York, New York 10012			<b>PROJECT</b> 2400-5 (3)		<b>TERMS</b> ( )
<b>SHIPPED TO:</b> J. B. Wood Shipping Co. c/o Kearny Warehouse 476 Forest Street Kearny, New Jersey			<b>GOVERNMENT CONTRACT NUMBER</b> N/A		<b>NET WEIGHT</b> (X)
			<b>SHIPPED VIA</b> REA Air Express 63-67-43		
			<b>MARKINGS</b> Imperial Iranian Air Force Doshan Tappeh A. P. B. Tehran-Iran LP No. 23017065 Explosive Power Devices Class C Explosives		
<b>DATE</b> 11/27/72		<b>CUSTOMER ORDER NO.</b> L. P. 23017065		<b>DATE SHIPPED</b> 11/27/72	
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
7065	40	ea.	OEA P/N 2100300 Initiator Pressure FSN 1377-825-4010	\$420.00	\$16,800.00
<p>"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."</p> <p><i>J. E. Banko</i> J. E. Banko Controller</p>					
<p>11/27/72</p>					

ONLY COPY AVAILABLE

97a

## O.E.A., INC. INVOICES

HAWKINS  
CO., INC.1050 E. NORTH AVENUE, P.O. BOX 115, CHICAGO, ILLINOIS 60616  
PHONE 627-5512 CIRCULAR FILE NO. 631-1159  
WEX 910 235 3516

SOLD TO: The Boeing Company Aerospace Group P. O. Box 3989 Seattle, Washington 98124 Attn: Accounts Payable		PROJECT 2333 (2) GOVERNMENT CONTRACT NUMBER F33657-71-C-0918	TERMS NET 30 DAYS
SHIPPED TO: Transportation Officer Plattsburgh, New York 12963		SHIPPED VIA PIE CBL Z-4, 963, 451 Material Paper Ice B-20 Parts AGO-59A/GRAM F33657-71-C-0918	

DATE 12/1/72			CDS FORMER ORDER NO. R-800747 7014		DATE SHIPPED 12/1/72	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1A	4	ea.	20A14410-101-19 Rack, Missile Ejector OEA P/N 2151100-9 S/N 143, 144, 145 and 146	39,000.00	156,000.00	
"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."						
B. J. Daly For J. L. Banker Controller						
1/8/73						

Shipment No. IN-00534

 OR TO OTHERS CHECK HERE  
☐ CREDIT ☐ DEBIT  
☐



98a

## O.E.A., INC. INVOICES

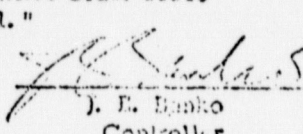
INVOICE  
O.E.A., Inc.1030 E. NORTH AVENUE, LES LIZARDS, ILLINOIS 60016  
PHONE 827-5512 CHICAGO TELEPHONE 1127  
TWA 910 233 5516

<b>SOLD TO:</b> Deutsche Lufthansa 2 Hamburg 63 Postfach 340 Germany Attn: HM 11 KV 32			<b>PROJECT:</b> 2212 (3)		<b>TERMS:</b> 11 X DAYS
<b>SHIPPED TO:</b> Lufthansa Air Cargo Office Cargo Building 61 J. F. K. International Airport Jamaica, New York 11430			<b>GOVERNMENT CONTRACT NUMBER:</b> Commercial		<b>DELIVERY DAY:</b> 11
			<b>SHIPPED VIA:</b> United Parcel Service		
			<b>MARKINGS:</b> LM-1114 (Hamburg) Gross Wt.:                      Net Wt.: Conditions: P.O. 141300463		

DATE: 6/11/73			CUSTOMER ORDER NO.: 141300462	DATE SHIPPED: 6/11/73	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	25	ea.	OEA P/N 2174123 Pin	\$9.24	\$231.00
2	25	ea.	OEA P/N 2174127 Pin	3.00	75.75
					\$306.75

"I hereby certify that amounts involved herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11515 dated August 15, 1971."

  
 J. E. Banko  
 Controller

# O.E.A., INC. INVOICES

## PURCHASE ORDER

### Material for export

**Not subject to domestic taxes.**

**LH holding Export Licence for USA and UK**

Aircraft material must be FAA/ARB approved

ATTACH OUTSIDE OF EACH PACKAGE: 1 copy of invoice and/or packing sheet showing gross and net weight, dimensions and box no.

Send one signed invoice original and three copies to the attention of: Accounting HAM KV 32.

PLEASE REPEAT	ORDER DATE HAMBURG	(and shipping cost)	PLEASE SUPPLY IN ADDITION to our GENERAL PURCHASE LIST, the following:	
09/10/68 w.p.s. prof. Dr. Wolfgang Zurek and co-workers	30053	141300462	ITEM 1 PREV ORDER / M	ITEM 2 PLEASE ADVISE
D: 68 Y		TELEX ORDER	INQUIRY	CHECK 1968

ITEM 1 PREV ORDER APR 7  
ITEM 2 PLEASE ADVISE

PART NUMBER	KEYWORD	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION	TOTAL
2174123	PIN	V 25 EA	9.24		231.00	010
2174127	PIN	V 25 EA	3.99		99.75	010
					\$330.75	
					✓	
					4/1/77	

Please submit your latest price list

Please submit your latest price list

[illegible]

1. The following information is being furnished to you for your information only. It is not to be used for any other purpose.



100a

## O.E.A., INC. INVOICES

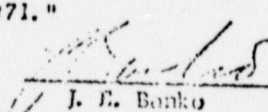
## INVOICE

OEA, Inc.

1000 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016

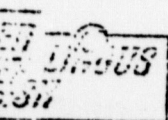
PHONE 227-5512 CHICAGO PHONE 631-1159

TWX 910 223 3516

SOLD TO: Aer Lingus - Irish Accounts Payable Dept. P. O. Box 160 (A) Head Office Dublin Airport Ireland			PROJECT 2218 (3)		TERMS <input type="checkbox"/> 5 DATE	
			GOVERNMENT CONTRACT NUMBER Commercial		<input checked="" type="checkbox"/> NET 30 DAYS	
			SHIPPED VIA United Parcel Service			
SHIPMENT TO: Aer Lingus - Irish Cargo Bldg. 32 J.F.K. International Airport Jamaica, New York 11430			MARKINGS P. O. 49082			
DATE 12/1/72		CUSTOMER ORDER NO. 49082 C.O. 01		DATE SHIPPED 12/1/72		
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
01	1	ea.	OEA P/N 2174703 Retrofit Kit per OEA SB 25-001	\$7.50	\$ 7.50	
02	2	ea.	OEA P/N 2174704 Retrofit Kit per OEA SB 25-002	7.50	15.00	
					<u>\$22.50</u>	
"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."						
 J. E. Banko Controller						
I hereby certify that the above invoice is a true and correct copy of the original invoice.						
12/1/72						

011/00

FORM 615



# CHANGE ORDER

Correspondence to

TECHNICAL PURCHASING OFFICE  
P.O. BOX 160 DUBLIN AIRPORT IRELAND  
TELEPHONE: DUBLIN 370000 TELE: DUBLIN 5596

*0 723/2218*  
*BD 180*

DATE: 06-10-72

PLEASE AMEND ORDER NO. 49082

IN RESPECT OF THE ITEMS BELOW.

CHANGE ORDER NUMBER \_\_\_\_\_

INVOICES AND STATEMENTS TO

ACCOUNTS PAYABLE SUPT  
AIR LINGUS IRELAND  
PO BOX 160 DUBLIN AIRPORT  
DUBLIN IRELAND

O.E.A. INC

1030 EAST NORTH AVENUE DES PLAINES ILLINOIS 60016 USA

22:6 J E BANKO AUGUST 17th 1972

PRESENTLY READS:

Description	Item No	Material code	CL	CD	Quantity	Unit of issue	Unit price	Value
RETROFIT KIT PER O.E.A. SB 25-001 LATEST ISSUE	1	719250038	0	8	1	KT	PRICE TO BE	
EMERGENCY EVACUATION SYSTEM DOOR OPENING AND LATCH RELEASE THRUSTERS INSTALLATION OF WEATHER SEAL								
RETROFIT KIT PER O.E.A. SB 25-002 LATEST ISSUE	2	719250039	0	0	2	KT	AND AGREED	
RETROFIT KIT PER O.E.A. SB 25-001 LATEST ISSUE	1	719250038	0	8	1	KT	7.50	7.50
EMERGENCY EVACUATION SYSTEM DOOR OPENING AND LATCH RELEASE THRUSTERS INSTALLATION OF WEATHER SEAL								
RETROFIT KIT PER O.E.A. SB 25-002 LATEST ISSUE.	2	719250039	0	0	2	KT	7.50	15.00

TOTAL \$22.50

OF PURCHASE AS SHOWN ON OUR ORIGINAL ORDER APPLY TO THE ABOVE AMENDMENTS

*O.E.A. INC.*  
*Baro J. Del*

SIGNED *[Signature]*  
For Technical Purchasing Supervisor  
AIR LINGUS-IRISH

O.E.A., INC. INVOICES

101a

Duplicate  
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Serial  
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07-10

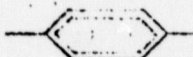
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## O.E.A., INC. INVOICES



INVOICE  
OEA, Inc.

1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 877-5512 CHICAGO PHONE 631-1159  
TWX 910-233-3516

NO. 5534

BTD  
WMS WND  
DM

BLD TO: McDonnell Douglas Corp. P.O. Box 516 St. Louis, Missouri 63166 Attn: Accounts Payable Dept. 042		PROJECT 2354 (2)	TERMS: <input type="checkbox"/> 1 DAYS <input checked="" type="checkbox"/> NET 30 DAYS
9640 Code: JAFRLX Jet Air Freight 240-06 Rockaway Blvd. Jamaica, L.L., New York 11422		GOVERNMENT CONTRACT NUMBER IACI-US-5029	
		SHIPPED VIA Jet Air Freight 194033	
		MARKINGS Imperial Iranian Air Force Doshen Tappeh AFB, Teheran, Iran FFT: F-4 Hangar, Iran Aft. Industries Off-Site Facilities Karadj Road PRI 02	

DATE 12/21/72	CUSTOMER ORDER NO. 2B3602	DATE SHIPPED 12/20/72
McDonnell Douglas		Jet Air Freight

QTY	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
196	6	ea.	OEA P/N 2204100 Battery Assembly SCD 32-72322-1	\$90.00	\$540.00
<p>"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."</p> <p style="text-align: center;">W. J. Banko J. E. Banko Controller</p> <p style="text-align: right;">1/12/73 RECEIVED</p>					
Reference: MDC Shipping Document No. 946617					

INVOICE D WITH SHIPMENT AND  
FREIGHT 1 X DAY

103a

## O.E.A., INC. INVOICES

NO. 4663

IMPORT  
O.E.A., Inc.1030 E. FIFTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 127-5512 CHICAGO PHONE 531-1159  
TWX 910 233-3515

<b>SOLO TO</b> Transportes Aereos Portugueses S. A. R. L. Servicio de Abastecimento Edificio No. 9 Aeroporto Da Portela Lisboa - Portugal Attn: Accounts Payable		<b>PROJECT</b> 2213	<b>TERMS:</b> <input type="checkbox"/> NET 30 DAYS <input checked="" type="checkbox"/> NET 30 DAYS
<b>SHIPPED TO</b> Heidl's Inc. 87-60 126th St. Richmond Hill, New York 11418		<b>GOVERNMENT CONTRACT NUMBER:</b> Commercial	<b>SHIPPED VIA</b> REA Air Express 28-76-58 (Collect)
		<b>MARKINGS</b> Material for TAP Boeing 747-202 B Aircraft Initial Provisioning Small Arms Ammunition Class C Explosives	

<b>DATE:</b> 12/7/71		<b>CUSTOMER ORDER NO.:</b> INE 5094		<b>DATE SHIPPED:</b> 12/7/71	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
16	4	ea	OEA P/N 2174200-2 Thruster	\$237.36	\$ 949.44
25	2	ea	OEA P/N 2174400-1 Thruster	169.47	338.94
26	6	ea	OEA P/N 2174430 Recharge Kit	76.29	457.74
					<b>\$1,746.12</b>
<p>"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11815 dated August 15, 1971."</p> <p><i>J. E. Banko</i>          J. E. Banko          Contracts Administrator</p>					

ENTER TO ORDER INVOICE  
☐ DEBIT ☐ CREDIT  
☐





SCANDINAVIAN AIRLINES SYSTEM

Purchase Order No.

2049810

2218

This No. and the address below must be referred to in all correspondence, shipping documents, etc.

Date 12 NOV 71

SCANDINAVIAN AIRLINES SYSTEM  
LOCAL MATERIALS ADM.  
NORSE AIRPORT  
NORSTAD, DK DENMARK  
COPENHAGEN

Ship insured to

SCANDINAVIAN AIRLINES SYSTEM  
TECHNICAL FORWARDING DPT.  
340 HENRICKSON AVENUE  
LYNBROOK NEW YORK 11563

Vendor

CEA INC  
1030 EAST NORTH AVE  
DES PLAINES  
ILL 60016  
USA

Final destination

COPENHAGEN, DENMARK.

Order the following goods on the conditions mentioned below and overleaf - Please confirm prices and delivery dates by return mail, using the enclosed copy.

Purchasing Office

2174230

RECH KIT

Packing (if no other shown)

DOMESTIC

Terms of payment

NET 30 DAYS

Quantity

4

EA

USD

Unit Price

76.95

X4

Discount

Shipping date

20 DEC 71

Please forward invoice to:  
SAS, General Accounting  
Suppliers Section  
S - 161 27 Dramma 10 Sweden

307.80

11/16/71

*Handwritten signature*

PACKING REQUIRED: PER ATA 300 CAT 11/111 NO CHARGE

Member of ATA and OFAM

O.E.A., INC. INVOICES

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## O.E.A. TRAVEL SHEETS.

## TRAVEL EXPENSE REPORT

Period Covered: October 1, 1970

Author	Month	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Chicago	10-1					100.00			100.00
Chicago	10-2					50.00			50.00
Chicago	10-3								
Chicago	10-4								
Chicago	10-5								
Chicago	10-6								
Chicago	10-7								
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Chicago	10-222								

Name: A. J. K. R.

Period Covered: March 13-15, 1977

Airfare (Round Fares)		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
From	To								
Chicago	New York							126.00	126.00
New York	Chicago		126.00						126.00
Auto Expense at _____ mi.									
From	To	Miles							
Chicago	New York	126						11.40	11.40
Rooms (Attach Receipt)		21.83						47.19	69.02
Meals		23.10	14.70					18.60	56.40
Taxi Fare									
Porting									
Communication		2.13	4.00						6.13
Miscellaneous (Attach Receipt)									
New York			31.55						31.55
New York			11.15					29.84	40.99
Total Expenditures		53.31	70.70					207.24	331.25

Explanation of Taxi Fares				
Date	City	From	To	Amount
11.10.61	U. P.	252.00	11.00	263.00
12.10.61	Del. Exp.	118.50	2.00	
13.10.61	ADP	44.00	7.00	51.00
14.10.61	Del. Exp.	31.50	2.00	33.50
15.10.61	Del. Exp.	44.50	11.00	55.50

[illegible]

Deduct: Cash Advances by O.P. 2000, etc

NET AMOUNT DUE

REASON FOR TRAVEL:

Charge.  $\frac{1}{2}$  c. 42/100

1 - Waga wiat 181 M. 7. 1944  
MTC 1944  
 2 - Waga 181 M. 7. 1944  
1944

Date: 19 March 1971

Signed:

 $\delta_{ij}$  defined by



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## O.E.A. TRAVEL SHEETS

## TRAVEL EXPENSE REPORT

Name: A. D. KafadarPeriod Covered: March 3-6, 1970

Airline/Railroad Fares		Sun.	3-3 Mon.	3-4 Tues.	3-5 Wed.	3-6 Thurs.	Fri.	Sat.	Total
From	To								
Chicago	New York		117.60						117.60
New York	Chicago					138.40			138.40
(Includes Mrs. A. D. Kafadar)									
Auto Expense at \$/mi.									
From	To								
Miles									
AVIS Rent-A-Car *									*
TOLLS			1.40	3.50	1.80	1.40			8.10
Rooms (Attach Receipt)			27.82	27.83	27.93				83.58
Meals			29.00	6.51	20.30	17.40			73.21
Taxis - Porter			75			75			1.50
Parking									
Communication			6.80	4.60	3.95	5.70			21.05
Miscellaneous (Attach Receipt)									
Luncheon Meetings				20.22	23.31				43.53
Dinner Meetings				12.72					12.72
Total Expenditures			183.38	193.24	82.19	140.96			599.77

## Explanation of Taxi Fares

Date	City	From	To	Amount
				91.11
*E1	to follow from AVIS.		277 10	
	U A I -	300.00	3151 -	205.28
	Bone's Ex	3.50	2329	232.55
	ADK	62.00	237.00	299.29
Materials for Accounting Department 3/3/70				
	Amount		300.00	
		205.28	2.00	
		1.00	1.00	
		1.00	1.00	
		1.00	1.00	
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## O.E.A. TRAVEL SHEETS

## TRAVEL EXPENSE REPORT

Name: A. D. Kafadar (includes M. S. Kafadar)Period Covered: February 27 - March 1, 1973

Airline/Railroad Fares		Sun.	Mon.	2/27 Tues.	2/28 Wed.	3/1 Thurs.	Fri.	Sat.	Total
From	To								
Chicago	New York			138.25					138.25
New York	Chicago					138.25			138.25
Auto Expense at \$/ml.									
From	To								
O'Hare-Midway Limousine									
Rooms (Attach Receipt)				48.00	25.00				73.00
Meal				2.55		8.50			11.05
Taxi/Tips				2.50	9.00	2.50			14.00
Airport Tolls				1.00	1.00				2.00
Communication				1.95	5.05				7.00
Miscellaneous (Attach Receipt)									
Lunch with Frankford Arsenal					40.05				40.05
Dinner with Frankford Arsenal						85.00			85.00
Total Expenditures									340.25

## Explanation of Taxi Fares

Date	City	From	To	Amount
2/27		*Bill to follow from O'Hare-		
3/1		Midway Limousine		

## For Accounting Department Use

Amount	

Deduct: Cost of Transportation

purchased by OEA, Inc. 274.00

Deduct: Cash Advance to OEA 140.25

NET AMOUNT DUE 100.00

## REASON FOR TRAVEL

- 1) Meet with Crumman Aircraft Technology Procurement personnel (with F. R. Pickrell) to review PA's work on aircraft technology program.
- 2) Meet with Frankford Arsenal personnel to review PA's work on aircraft technology program and introduce F. R. Pickrell to the program.

Charge 5210

Date: March 14, 1973Signed: A. D. Kafadar

Approved by: \_\_\_\_\_

ORDIN. OF ENGINEERING ASSOCIATES, INC.



O.E.A. TRAVEL SHEETS

Name: Ramon L. Quesada

Period Covered: 3/4 - 5/70

Airline/Railroad Fares			Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
From	To									
Chicago	New York									
\$ 0.00							13.40			13.40
Auto Expense at \$/mi.										
From	To	Miles								
Air Bus Rent-A-Car							29.77			29.77
Room (Attach Receipt)						15.75				15.75
Meals							2.25			2.25
Taxi Fare										
Parking							1.75			1.75
Communication						2.00				2.00
Miscellaneous (Attach Receipt)										
\$ 1.00						1.00				1.00
Total Expenditures										81.62

Deduct: Cost of Transportation  
purchased by OFA . . .

Deduct: Cash Advance by OEA

NET AMOUNT DUE.

REASON FOR TRAVEL

Ms. Collins one brother lives in ...  
 To ...

Date: 3/7/20

Signed: Q2

Approved by:

ORLANDO ENGINEERING ASSOCIATES, INC.

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## O.E.A. TRAVEL SHEETS

## TRAVEL EXPENSE REPORT

Name: A.D. KAENDLERPeriod Covered: Nov. 30 - Dec. 1, 1971

Airline/Railroad Fares		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
From	To								
Chicago	New York			228.00					228.00
New York	Chicago				228.00				228.00
(Includes) B.W. Jones & R. Chalkley									
* Postal to P.O. #3									
Auto Expense at 4/mi.									
From	To	Miles							
Rooms (Attach Receipt)				102.51					102.51
(Includes 6-10-71 + 12-1-71)									
Meals				12.00	22.97				34.97
Taxi Fare					21.00				21.00
Parking	at O'Hare				4.50				4.50
Communication									
Miscellaneous (Attach Receipt)									
Total Expenditures				342.51	47.47				390.98

## Explanation of Taxi Fares

Date	City	From	To	Amount
11-30	NY	Airport	Hotel	
12-1	NY	Hotel	Wall St.	21.00
"	"	Wall St.	Hotel	
"	"	Hotel	Airport	
Total				21.00

Deduct: Cost of Transportation  
purchased by OEA

Deduct: Cash Advance by OEA

NET AMOUNT DUE

REASON FOR TRAVEL

Charge - 403

Expense - OEA Meeting

" AMEX

Date: 8 DEC 1971Signed: [Signature]Approved by: [Signature]

ONLY COPY AVAILABLE



## Name \_\_\_\_\_

Name: Art Woodruff

Period Covered

Period Covered: 5/22 thru 6/28/1970

### Explanation of Taxi Fares

[illegible]

**Deduct:** Cost of Transportation  
purchased by OEA . . .

**Deduct: Cash Advance by OIA**

NET AMOUNT DUE

REASON FOR TRAVEL

For Accounting Department Use

[illegible]Date: 2/5/20

Significance:

Approved by \_\_\_\_\_

10. No.

272

ORDNANCE ENGINEERING ASSOCIATES, INC.

O.E.A. TRAVEL SHEETS

## TRAVEL EXPENSE REPORT

Name It Madriff

Period Covered 3<sup>rd</sup> March thru March 7, 1944

Airline/Railroad fares		Sun. 1	Mon. 2	Tues. 3	Wed. 4	Thurs. 5	Fri. 6	Sat. 7	Total
From	To								
Col. Ohio	NY, NY		71 70						71 70
Newark, NJ	Col. Ohio								
Auto Expense at									
From	To	Miles							
NY, NY	Car. Bus.								
Newark, NJ	NY, NY						139 70		139 70
NY, NY	Newark, NJ								
Rooms (Attach Receipt)			12 40	12 40	15 75	10 50			51 05
Meals				9 00	9 50	8 20	2 30		29 00
Taxi Fare									
Portage			50	30	60				1 40
Communication									
Miscellaneous (Attach Receipt)			1 35	1 00	1 00				3 35
T. & R. Telephone bill							41 51		41 51
Total Expenditures			92 05	22 00	27 45	18 70	150 90	41 51	432 61

### Explanation of Taxi Fares

[illegible]

**Deduct: Cost of Transportation**  
purchased by OLA

Deduct: Cash Advance by OLA

NET AMOUNT DUE

NO 5772961

REASON FOR TRAVEL:

Date: 5/27/00

Signed \_\_\_\_\_

Approved by \_\_\_\_\_

ORDINANCE ENGINEERING ASSOCIATES, INC.



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## O.E.A. TRAVEL SHEETS

## TRAVEL EXPENSE REPORT

Name: C. J. WoodruffPeriod Covered: March 22 - March 28, 1950

Airline/Railroad Fares		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
From	To								
Columbus O	N.Y., N.Y.		77	70					77 70
N.Y., N.Y.	Columbus O								
Auto Expense at <u>Rate</u> <u>¢/mi.</u>									
From	To	Miles							
N.Y., N.Y.	Columbus O	355				32			32 24
Columbus O	N.Y., N.Y.	30					30		30
Rooms (Attach Receipt)				15 75	12 00				27 75
Meals				2 50	2 20	4 20			9 90
Taxi Fare									
Parking									
Communication <u>March Phone bill</u>				50		60	90		160
Miscellaneous (Attach Receipt)									
<u>Tolls</u>				75		50			1 25
<u>Cash advance</u>						4 00			4 00
Total Expenditures			77 70	22 50	21 20	42 10	55 76		217 66

## Explanation of Taxi Fares

Date	City	From	To	Amount

Deduct: Cost of Transportation  
purchased by OEA

Deduct: Cash Advance by OEA

NET AMOUNT DUE

REASON FOR TRAVEL

For Accounting Department Use	
Amount	41 10
	10 7
	41 10

Date: 3/27/50Signed: C. J. WoodruffApproved by: [Signature]

## E. T. INC. TRAVEL SHEETS.

1970 - 7/31/70 (24)  
 17 PERSONNEL TRIPS TO NEW YORK

NAME	DATE ARRIVED	DATE DEPARTED	Company Name
DAVID D. EFFLANDT	11/16/70	11/16/70	Chf
GLEN A. TOMLINSON	10/1/70	10/1/70	Chf
GLEN A. TOMLINSON	9/1/70	9/1/70	Chf
VERNON R. BASTIAN	10-1-70	10-23-70	Chf
WILLIAM F. BELL	9-1-70	9-11-70	Chf
WILLIAM F. BELL	8-13-70	8-23-70	Chf
WILLIAM F. BELL	7-1-70	7-10-70	Chf
WILLIAM F. BELL	6-22-70	6-23-70	Chf
WILLIAM F. BELL	3-17-70	3-18-70	Chf
WILLIAM F. BELL	1-17-70	1-30-70	Chf
WILLIAM F. BELL	2-25-70	2-27-70	Chf
WILLIAM F. BELL	1-14-70	1-15-70	Chf
WILLIAM F. BELL	1-27-70	1-30-70	Chf
FRANK B. BURDELL	1-27-70	1-31-70	Chf
FRANK B. BURDELL	2-27-70	2-27-70	Chf
FRANK B. BURDELL	3-17-70	3-11-70	Chf
FRANK B. BURDELL	1-1-70	1-10-70	Chf
FRANK B. BURDELL	3-1-70	3-15-70	Chf
FRANK B. BURDELL	3-1-70	3-21-70	Chf
FRANK B. BURDELL	2-2-70	2-8-70	Chf
FRANK B. BURDELL	2-3-70	2-14-70	Chf
FRANK B. BURDELL	10-1-70	10-27-70	Chf
FRANK B. BURDELL	11-1-70	11-18-70	Chf
Charles W. Elliott	1-27-70	1-27-70	Chf
Charles W. Elliott	2-21-70	2-27-70	Chf
Charles W. Elliott	11-1-70	11-10-70	Chf
A. R. Greer	9-3-70	9-3-70	Chf
W. B. Heidemann	2-24-70	2-27-70	Chf
W. B. Heidemann	6-17-70	6-18-70	Chf
W. B. Heidemann	11-14-70	11-18-70	Chf
G. B. Hulse	4-27-70	4-30-70	Chf
G. B. Hulse	6-22-70	6-23-70	Chf
D. E. Hulse	1-21-70	2-24-70	Chf
P. L. Ross	2-8-70	2-10-70	Chf
G. P. Hulse	2-28-70	2-28-70	Chf
J. R. Hulse	4-22-70	4-28-70	Chf
W. F. Hulse	12-1-70	12-23-70	Chf
W. F. Hulse	4-1-70	4-1-70	Chf
W. F. Hulse	4-1-70	4-1-70	Chf



## E. T. INC. TRAVEL SHEETS

470 - 1/24/1972

	NAME	DATE ARRIVED	DATE DEPARTED	Company Number
1	F. B. Burdell	2-28-71	3-2-71	600
2	F. B. Burdell	4-14-71	4-18-71	600
3	F. B. Burdell	4-25-71	4-26-71	600
4	F. B. Burdell	5-14-71	5-26-71	600
5	F. B. Burdell	7-13-71	7-15-71	600
6	C. W. Elliott	5-20-71	5-26-71	600
7	W. Heikonen	5-24-71	5-26-71	600
8	W. McMillen	4-14-71	4-18-71	600
9	W. McMillen	4-12-71	4-25-71	600
10	G. T. Tomlinson	7-12-71	7-12-71	600
11	G. W. Weaver	5-15-71	5-17-71	600
12	G. W. Weaver	5-19-71	5-19-71	600
13	W. F. Bell	8-4-71	8-15-71	600
14	W. F. Bell	10-11-71	10-15-71	600
15	W. F. Bell	11-22-71	12-1-71	600
16	W. F. Bell	12-25-71	12-26-71	600
17	W. F. Bell	2-1-72	2-2-72	600
18	W. F. Bell	4-1-72	5-2-72	600
19	W. F. Bell	6-1-72	6-2-72	600
20	F. B. Burdell	8-11-71	8-15-71	600
21	F. B. Burdell	9-2-71	9-2-71	600
22	F. B. Burdell	9-14-71	9-22-71	600
23	F. B. Burdell	10-22-71	10-25-71	600
24	F. B. Burdell	10-26-71	10-26-71	600
25	F. B. Burdell	11-23-71	11-27-71	600
26	F. B. Burdell	12-13-71	12-16-71	600
27	F. B. Burdell	3-21-72	3-24-72	600
28	F. B. Burdell	4-21-72	4-20-72	600
29	F. B. Burdell	4-30-72	5-1-72	600
30	F. B. Burdell	5-2-72	5-2-72	600
31	G. B. Huber	2-22-72	2-24-72	600
32	G. H. Neith	5-31-72	6-2-72	600
33	G. H. Tomlinson	12-1-71	12-16-71	600
34	G. H. Tomlinson	3-30-72	5-2-72	600
35	W. F. Bell	7-25-72	7-28-72	600
36	W. F. Bell	10-21-72	10-25-72	600
37	W. F. Bell	12-1-72	12-1-72	600
38	W. F. Bell	12-13-72	12-14-72	600
39	W. F. Bell	1-1-73	1-1-73	600
40	W. F. Bell	3-4-73	3-4-73	600

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## E. T. INC. TRAVEL SHEETS

1970 - 7/31/73

NAME	DATE ARRIVED	DATE DEPARTED	Company Visited
W. F. Bell	6-11-72	7-5-72	Gen
F. B. Burdett	7-26-72	7-31-72	Gen
F. B. Burdett	11-14-72	11-15-72	Gen
F. B. Burdett	12-17-72	12-20-72	Gen
F. B. Burdett	3-25-73	3-27-73	Gen
P. J. Martin	3-1-73	3-1-73	Gen
G. A. Franklin	3-6-73	3-7-73	Gen



## CORNHILL COMMERCIAL AGREEMENT AND INVOICES.

CORNHILL COMMERCIAL COMPANY, INC.

200 BROADWAY, NEW YORK, N. Y. 10007 TELEPHONE 417-0000  
CABLE ADDRESS: CORNCHL CODES: 11111111111111111111

January 31, 1973

Mr. A. D. Kafadar, President  
CWA, Inc.  
1050 W. North Avenue  
Des Plaines, Illinois 60016

Dear Ahmed:

I received your letter of January 24, 1973, regarding  
as your sole export distributor for the sale and exportation  
of the parts.

I shall certainly do my utmost to make this  
appointment fruitful. I would like to visit with you soon  
to discuss certain details of action. I shall contact you  
further to set a date agreeable to you.

I thank you for the confidence you have placed in  
me and look forward to many years of pleasant business  
relationship.

Sincerely yours,

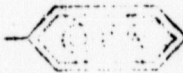
CORNHILL COMMERCIAL COMPANY, INC.

*Harold S. Teitelbaum*  
Harold S. Teitelbaum  
President

*Base - Lockhart*

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CORNHILL COMMERCIAL AGREEMENT AND INVOICES



OEA, Inc. 1030 E. North Avenue, Des Plaines, Illinois 60018 TWX 210 233 0510  
Phone Area 312/827 5512 Chicago 631-1155

REFER TO

January 24, 1973

Mr. Hagop S. Touloukian  
Cornhill Commercial Company, Inc.  
256 Broadway  
New York, New York 10007

RECEIVED  
DATE  
GERALD L. OGDEN

Dear Hagop:

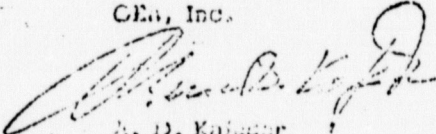
Pursuant to our discussions regarding marketing abroad of our products in particular and some airplane parts in general, we have decided to appoint you as our sole export distributor for the sale and exportation of such parts as follows:

1. All inquiries and orders which OEA receives for or from buyers overseas, with the exception of direct procurement by established airlines customers for the Boeing 747 component parts or assemblies.
2. All inquiries and orders which you may receive for OEA products and other airplane parts will be forwarded to OEA for execution.

We trust that this arrangement will promote sales to our mutual benefit and look forward to a pleasant relationship.

Sincerely,

OEA, Inc.

  
A. D. Kaladar  
President

ALK/jam

cc: Dr. Y. S. Touloukian



44.

Downloaded from <http://ajph.org/> at 11:51 AM on June 5, 2015

CORNHILL COMMERCIAL COMPANY, INC.

158 BROADWAY  
NEW YORK, N. Y. 10007

0513

No. 364  
Date April 19, 1973

Your Ref: \_\_\_\_\_  
Our Ref: Our telephone conversation of April 17, 1973.  
Description of merchandise: \_\_\_\_\_

9/18/13

Attn: Mr. J.C. Roche

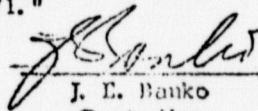
Very truly yours,

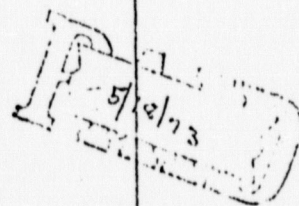
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## CORNHILL COMMERCIAL AGREEMENT AND INVOICES

INVOICE  
CEA, Inc.1030 E. NORTH AVENUE, DES PLAINES, ILLINOIS 60016  
PHONE 827-5512 CHICAGO PHONE 631-1155  
IWA 910 233-3516BYP  
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Cornhill Commercial Co., Inc. 250 Broadway New York, New York 10007 Atn: Mr. Hagop S. Touloukian			PROJECT 2400-11 (3) GOVERNMENT CONTRACT NUMBER N/A SHIPPED VIA REA Air Express 111496		TERMS <input type="checkbox"/> 1 DAY <input checked="" type="checkbox"/> NET 30 DAYS
SHIPPED TO: W. S. Kirkpatrick & Co., Inc. 22 Audrey Place Fairfield, New Jersey 07006			MARKINGS No. 8938/04064-20		
DATE		CUSTOMER ORDER NO.		DATE SHIPPED	
4/19/73		364		4/19/73	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	7	pc.	OEA P/N 2204100 (6135-488-4478) Thermal Battery Assembly  "I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11615 dated August 15, 1971."  J. E. Banko Controller	\$702.00	\$4,914.00
100% GUARANTEED WITH SHIPMENT AND 1 YEAR WARRANTY					



ONLY COPY AVAILABLE



**District Court Decision on the Motion to Dismiss.**

KEVIN THOMAS DUFFY, D. J.:

These are the last of a series of motions in two related actions for the wrongful death of a thirty-two year old Air Force major; the earlier motions were decided in a memorandum filed July 17, 1973. The actions arose on April 23, 1971, when a military F111E aircraft crashed on a test flight at the Leach Lake Gunnery Range in California, killing co-pilots Robert Jay Furman and James W. Hurt. At the time of the crash, the parachute ejection system apparently malfunctioned, and as a result the canopy of the capsule failed to separate as it was designed to do.

Plaintiff brought a suit in this district against both the manufacturer of the aircraft, General Dynamics Corp., and the manufacturer of the parachute ejection system, McDonnell Douglas Corp., and later filed a separate suit against the manufacturer of the explosive device in the cockpit ejection system, OEA, Inc. Major Hurt's legal representative filed a similar action in the Central District of California.

The two Furman cases were consolidated on July 17, 1973, and ordered transferred to the Central District of California for the sake of convenience pursuant to 28 U. S. C. §1404(a). The transfer was stayed, however, pending the determination of the two motions which are the subject of this opinion.<sup>1</sup>

The first is a motion by OEA to dismiss the complaint for lack of personal jurisdiction. OEA is a Delaware corporation with its principal place of business in Illinois. It is not licensed to do business in New York and claims to do no business here. It was served pursuant to Section 307 of the New York Business Corporation Law, and in order for such service to be valid, the corporation must be subject to the jurisdiction of New York State

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<sup>1</sup>At that time these matters were assigned to another judge in this District and through inadvertence were not reassigned to me as a related case for a period of time.

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under either Section 301 or Section 302 of the CPLR. Since the cause of action did not arise from any contact OEA might have had with New York, Section 302 is not applicable. Thus the question becomes whether OEA is "doing business" in New York to the extent necessary to subject itself to jurisdiction under Section 301.

In order to resolve this question, the parties have conducted considerable discovery regarding OEA's activities in New York. In addition to manufacturing explosive devices for escape systems in military aircraft, OEA manufactures exit systems for commercial 747 aircraft, as well as other explosive and propellant devices for missiles and weapons systems. During the last four years OEA has shipped approximately \$900,000 worth of these products to or through New York. Most of these shipments (amounting to approximately \$620,000) were bomb ejectors sold to Boeing Aircraft Corp. of Seattle, Washington, and shipped at its direction, F. O. B. Illinois, to Plattsburgh Air Force Base in Plattsburg, New York. The remaining shipments were either replacement parts for F-4 jet aircraft, or parts, mainly thrusters, used in connection with the escape chutes of Boeing 747 aircraft. The F-4 parts were sent through New York to various foreign countries and foreign air forces, the orders having usually been placed by a New York procurement office of the foreign government directing that the goods be shipped to overseas freight forwarders located in New York. The parts for the 747s were ordered by various airlines, including many foreign airlines, with directions for delivery to New York, often to the airlines terminal at Kennedy Airport, sometimes for reshipment overseas. All such shipments, whether for F-4 or 747 aircraft, were made F. O. B. Illinois.

In January 1973, OEA appointed Cornhill Commercial Co., Inc. of New York City as its sole representative for overseas sales. Although located in New York, Cornhill does not make any sales in New York but is limited to sales abroad. All orders obtained by Cornhill are sent to and accepted by OEA in Illinois.



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In addition, OEA owns three subsidiaries, Mathewson Tool Co., Matco Equipment Co., both located in Orange, Connecticut, and Explosive Technology, Inc. (ET) located in Fairfield, California, of which at least one, ET, does a certain amount of business in New York. ET, like OEA, manufactures explosive parts for government contractors in the aircraft and aerospace industry. ET has sold and continues to sell such parts to Grumman Aircraft Corp., located in Bethpage, New York, pursuant to a contract to supply certain components for an F-14 project. The approximate value of such sales to Grumman is in excess of one million dollars. In addition, ET has regularly submitted and continues to submit proposals for potential sales to Fairchild Industries and General Electric Co., both located in New York. Between November 11, 1970 and March 3, 1973, these New York customers of ET occasioned more than eighty visits to New York by ET officers and employees.

ET also manufactures an item of firefighting equipment known as Jet Axe. ET presently has exclusive franchising agreements with two New York companies for the distribution of Jet Axe. In 1972, Jet Axe sales in New York amounted to \$3,500.

Although OEA has no New York office, its officers occasionally travel to New York on business. From early 1970 through October 1973, there were nine such trips, some for the purposes of meeting with officers of Grumman Aircraft to discuss joint bidding on federal contracts, to debrief Grumman's officers on various proposals and to discuss proposals previously submitted to Grumman. The other trips were aimed at increasing business for Mathewson Tool Co. and ET. Despite these trips, Grumman was never a customer of OEA.

Plaintiff maintains that all these contacts with New York collectively constitute "doing business" with sufficient regularity and continuity to make OEA subject to

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New York's jurisdiction under CPLR §301. Section 301 states simply that:

"A court may exercise such jurisdiction over persons, property or status as might have been exercised heretofore."

The statute thus provides no guidance other than a direct referral to the New York decisions defining the circumstances under which a foreign corporation may fairly be expected to defend a law suit in New York not arising from its activities in this state. These decisions must therefore form the necessary framework for any analysis of the plaintiff's case.

The traditional rule in New York has been that in order to come within Section 301 a foreign corporation must have been doing business here "with a fair measure of permanence and continuity." *Tauza v. Susquehanna Coal Co.*, 220 N. Y. 259, 267 (1917). This has often meant having an office in New York for the purpose of soliciting business and taking orders, as in the *Tauza* case where a Pennsylvania coal company maintained a New York office with eight salesmen and clerical staff and was consequently held to be doing business in New York. Similarly, in *Bryant v. Finnish National Airline*, 15 N. Y. 2d 426, 260 N.Y.S. 2d 625 (1965), the defendant's New York office, although small, was considered sufficient basis to find that it was doing business in New York.<sup>2</sup> Thus, if OEA had an office in New York for the solicitation of

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<sup>2</sup>A closer question is presented by the case of *Scanapico v. Richmond, Fredericksburg & Potomac R. Co.*, 439 F. 2d 17 (2d Cir. 1970), on which plaintiff relies, where the defendant did not maintain a New York office. However, even there, as contrasted with the case at bar, two of the defendant's employees, one of whom was a New York resident, regularly solicited freight business for the defendant in New York. The presence of an employee in New York was also a distinguishing factor in *Benjamin v. Logan*, 227 N. Y. S. 2d 1009 (Sup. Ct. 1962), also relied on by the plaintiff.



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business a court would almost certainly find that it was doing business here; but since OEA has no such office, it becomes necessary to turn to cases where other business contacts formed the basis for jurisdiction.

Where a foreign defendant has no office or employees in New York but is nonetheless selling products or services in New York, the New York courts may exercise jurisdiction if 1) the foreign corporation is operating through a subsidiary or a parent in such a way as to justify piercing the corporate veil or 2) doing business in New York through an agent. Plaintiff maintains that in addition to its direct contacts, OEA is doing business in New York both through its wholly owned subsidiary, ET, and through its sales agent, Cornhill Commercial Co. However, an examination of the law leaves considerable doubt that the New York courts would find in the activities of these corporations a sufficient basis for exercising jurisdiction over OEA.

Generally, a corporation is not subject to jurisdiction in New York because of the activities of its subsidiary. *Simonson v. International Bank*, 16 A. D. 2d 55, 225 N.Y.S. 2d 392 (1st Dept. 1962), *aff'd* 14 N. Y. 2d 281, 251 N.Y.S. 2d 433 (1964). An exception has developed, however, where the subsidiary does not operate as an entirely separate corporation, but rather more as a department of the parent. In *Taca International Airlines, S. A. v. Rolls Royce of England, Ltd.*, 15 N. Y. 2d 97, 256 N.Y.S. 2d 129 (1965), for example, an American subsidiary was found to be functioning as an incorporated department of its British parent, and the parent was therefore held subject to New York jurisdiction. The British parent owned all the stock of its Canadian subsidiary which, in turn, owned all the stock of the New York subsidiary. All three corporations had certain directors in common, and key executives of the New York company were former executives of the Canadian or British companies. The British company assigned these

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executives to their positions in the New York corporation and also gave technical training to other employees of the New York company. The New York company sold only Rolls Royce products manufactured in England and all of its income went to the Canadian company and was reported in that company's balance sheet. These facts led the New York courts to conclude that the New York corporation amounted to nothing more than an incorporated department through which the British corporation was doing business in New York.

The relation between ET and OEA, however, contrasts sharply with the relations between the corporations in the *Taca* case. Although OEA may have been heavily represented on the ET Board of Directors, the two companies maintain separate books and separate product lines. Neither company sells the other's products. Unlike the New York subsidiary of Rolls Royce, which was apparently created by the parent for the purpose of doing business in New York and other states, ET was an established company when it was acquired by OEA in 1971, and its business has not changed since the acquisition. In short, although it is owned by OEA, it continues to do its own business, not that of OEA, and thus functions as a separate corporation, not a mere department of OEA. I find therefore that OEA is not doing business in New York through its subsidiary.<sup>3</sup>

Plaintiff also maintains that OEA is doing business here through its agent, Cornhill Commercial Co. The

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<sup>3</sup>In this respect *W. Lowenthal Co. v. Colonial Woolen Mills, Inc.*, 38 A. D. 2d 775, 327 N. Y. S. 2d 899 (3d Dept. 1972), on which plaintiff relies is also distinguishable. There a foreign subsidiary was found to be doing business in New York through its New York parent to whom or through whom it sold 85 to 90 per cent of its production. In addition, the New York corporation displayed the name of the foreign corporation on its door and listed its telephone number as that of the foreign corporation.



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leading New York case on this question is *Frummer v. Hilton Hotels International, Inc.*, 19 N. Y. 2d 533, 281 N.Y.S. 2d 41 (1967). There the court held that a British corporation owning the London hotel where the plaintiff was injured did business in New York through a hotel reservation service, the Hilton Credit Corporation, which was operated on a non-profit basis for the benefit of the London and other Hilton hotels. Both the British corporation, Hilton Hotels (U.K.) Ltd., and the Hilton Credit Corporation were owned by two Delaware corporations, Hilton Hotels Corporation and Hilton Hotels International. The Hilton Credit Corporation had a New York office, employees and bank account and thus was clearly doing business in New York. On behalf of Hilton Hotels (U.K.) Ltd. it solicited business, provided liaison with travel agents, and made reservations for the London Hilton or any other Hilton hotel. Such reservations were confirmed when made and were not merely relayed to the hotels for confirmation. Based on these facts the New York Court of Appeals concluded that the British corporation was doing business here through its agent, the Hilton Credit Corporation, because "the Service does all the business which Hilton (U.K.) could do were it here by its own officials." 10 N.Y. 2d at 537, 281 N.Y.S. 2d at 44.

Again there is a marked contrast between the *Frummer* case and the case at bar. Since Cornhill Commercial Co. is an entirely independent entity from OEA, the element of common ownership of the principal and agent corporation in *Frummer* is strikingly absent here. This element is admittedly not decisive, but the Court of Appeals found it significant because "it gives rise to a valid inference as to the broad scope of the agency." 19 N.Y. 2d at 538, 281 N.Y.S. 2d at 45. Thus, in the absence of common ownership, other indications of a broad agency agreement must be found. Yet despite extensive dis-

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covery the parties have failed to provide any such indications. The scope of the agency covers only foreign sales<sup>1</sup> which account for no more than a small fraction of the goods OEA ships to or through New York, and any orders solicited by Cornhill from abroad must be forwarded to and accepted by OEA in Illinois. Thus Cornhill is clearly not doing all the business in New York which OEA could do were it here by its own officials.

Plaintiff's argument is rendered even more tenuous by the most recent decision of the New York Court of Appeals in *Delagi v. Volkswagen AG of Wolfsburg, Germany*, 29 N. Y. 2d 436, 328 N.Y.S. 2d 653 (1972). There the defendant exported automobiles to the United States through a wholly owned subsidiary, a New Jersey corporation. Neither the parent nor the subsidiary was qualified to do business in New York nor had any office here. The plaintiff argued that they were nonetheless doing business in New York through their New York distributor, World-Wide Volkswagen Corp., a publicly owned corporation which took title to the cars at ports outside New York and shipped them to local independent franchised dealers in New York. The Court of Appeals held that because of the independent ownership and functioning of World-Wide, it could not be considered an agent through which Volkswagen AG was doing business in New York.

In reaching this result, the Court emphasized that the element of common ownership, on which it had based the inference of agency in *Frummer*, was entirely lacking, and that without it, "a valid inference of agency cannot be sustained." 29 N.Y. 2d at 431, 328 N.Y.S. 2d at 656. In addition, the Court stated that even if World-Wide had been a subsidiary of Volkswagen AG, the amount of control exercised by Volkswagen AG over World-Wide's

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<sup>1</sup>Furthermore, these foreign sales do not include sales to foreign airlines of replacement thrusters for Boeing 747's.



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operations was not sufficient to subject Volkswagen AG to jurisdiction in New York. Yet the control of Volkswagen AG over World-Wide was not insubstantial, including as it did:

"(1) sale by each dealer of a minimum number of automobiles upon penalty of forfeiture of their dealer franchises; (2) uniform design for dealer service departments; (3) service personnel to be trained in Germany; (4) uniform purchase and sales prices; and (5) prior approval of prospective dealers." 29 N.Y. 2d at 432, 328 N.Y.S. 2d at 656-57.

Here the plaintiff has not produced any evidence of equal control by OEA over the operations of Cornhill Commercial Co., much less the greater control which would be required to support a finding of agency according to the standards established in *Delagi*.

The lack of ownership and control by OEA of Cornhill Commercial Co. also distinguishes the case at bar from *Sunrise Toyota Ltd. v. Toyota Motors Co.*, 55 F.R.D. 519 (S.D.N.Y. 1972), the most recent case relied on by the plaintiff. There two publicly owned Japanese corporations which made and sold Toyota cars were joint owners of a California corporation which imported the cars and which in turn owned another California corporation, the distributor of the cars. Applying the standards established in *Delagi*, the Court found first that the California corporations were doing business in New York because of their extensive activities in the state although they had no office here, and then that the Japanese corporations sufficiently controlled the operations of their California subsidiaries to bring them within the jurisdiction of New York as well. In a case such as the one at bar, where the elements of ownership and control are lacking, a similar analysis must lead to the opposite

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result.<sup>5</sup> For all of the above reasons the defendants' motion to dismiss for lack of jurisdiction is granted.

The plaintiff has also moved to strike the defense of the statute of limitations raised by defendants General Dynamics Corp. and McDonnell Douglas Corp. At the outset it is necessary to dispose of the defendants' procedural objections to the decision of this motion. Defendants correctly maintain that a motion to strike a defense is the equivalent of a motion for partial summary judgment and that the party opposing such a motion is entitled to ten days' notice as provided by Fed. R. Civ. P. 56(c). This motion was served on Friday, October 26, 1973, and made returnable November 2, 1973, only seven days later. However, during the week of October 29, the Court informed counsel that the motion would be adjourned to November 9, 1973, and argument was actually heard on that day. Thus, in fact, if not in form, the ten day period was observed, and the Court may therefore address the merits of plaintiff's motion.

The action against General Dynamics Corp. and McDonnell Douglas Corp. was commenced between one and two years after the cause of action arose.<sup>6</sup> Thus the decision of the motion to strike the defense of the statute of limitations hinges on whether the applicable statute is that of California (one year) or that of New York (two years).<sup>7</sup> This question in turn requires construction of New York's "borrowing statute", CPLR §202, which states:

"An action based upon a cause of action accruing without the state cannot be commenced after the

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<sup>5</sup>The other cases cited by the plaintiff in support of the agency theory all involved foreign jurisdictions with different standards than New York and are therefore not applicable.

<sup>6</sup>The accident occurred on April 23, 1971, and the complaint was filed on January 11, 1973.

<sup>7</sup>See Cal. Code Civ. P. §340(3) (West 454), N.Y.R.P.T.L. §5-4.1 (McKinney 1967).



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expiration of the time limited by the laws of either the state or the place without the state where the cause of action accrued, except that where the cause of action accrued in favor of a resident of the state the time limited by the laws of the state shall apply."

The parties agree that the cause of action for wrongful death accrued in California when the plane crashed, but thereafter their views of the case sharply diverge.

Their first point of difference is whether the cause of action accrued in favor of Major Furman or his wife. The plaintiff argues that although the wrongful death statute N.Y.E.P.T.L. 5-4.1 provides that the only person authorized to bring a wrongful death action is the decedent's personal representative, nonetheless the Court of Appeals of this Circuit has held in *Nolan v. Transocean Airlines*, 276 F. 2d 230 (2d Cir. 1260), *set aside on other grounds*, 365 U.S. 293 (1961), that in applying the borrowing statute to wrongful death actions the decedent's residence, not his personal representative's, is controlling. In *Nolan*, none of the parties had any contact with New York, except for the administrator appointed by the South Carolina court, who would not have benefited from the wrongful death action. Under these circumstances the refusal of the Court of Appeals to apply the New York Statute of Limitations cannot be interpreted as a conclusion that the decedent's residence is controlling. A more reasonable interpretation, and one more in accord with the language of Section 5-4.1, is that the Court should look to the residence of the beneficiaries of the estate on whose behalf the action is brought. Where, as here, the executrix and the beneficiary are the same person, the dichotomy which the court faced in *Nolan* does not arise. In short, the relevant residence here is Mrs. Furman's.

However, the parties also differ with regard to where Mrs. Furman resided when the cause of action arose. The

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plaintiff insists that her legal residence was clearly New York, but the defendant argues that there are factual issues which must be determined before such a conclusion can be drawn. It is true that most of the questions posed in the interrogatories and depositions were directed at discovering Major Furman's residence, not his wife's. Nevertheless, the answers she gave, coupled with her affidavit, demonstrate that she as well as he, was a resident of New York. Mrs. Furman and her husband lived in New York until he entered military service and continued to view New York as their domicile during his various tours of duty. According to Mrs. Furman, they returned to New York for family visits whenever they could, which was at least once a year unless they were overseas. Both Mrs. Furman's parents and her husband's parents lived in New York continuously for the ten year period preceding his death, and after his death Mrs. Furman and the children returned to New York to live with her husband's parents for a few months before they moved to Florida.

The general rule in New York and elsewhere is that military service in no way affects a person's domicile or permanent residence, in the absence of acts showing an intent to change it. *Application of Brown*, 4 App. Div. 2d 157, 163 N.Y.S. 780 (4th Dept. 1957); *Pickel v. Oddo*, 66 Misc. 2d 386, 320 N.Y.S. 2d 268 (Sup. Ct. 1971); *Kinsel v. Pickens*, 25 F. Supp. 455 (W.D. Tex. 1938); *Wise v. Dolster*, 31 F. Supp. 856 (W. D. Wash. 1939); *Seegers v. Strzempek*, 149 F. Supp. 35 (E. D. Mich. 1957). A consistent application of this rule requires that it include military wives who accompany their husbands on tours of duty. Furthermore, in construing the borrowing statute CPLR §202, the New York courts have interpreted "resident" to mean someone who considers New York his domicile, whether or not he is physically located here when the cause of action accrues. *Jones v. Greyhound Bus Lines*, 73 Misc. 2d 109, 341 N.Y.S. 2d 159



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(Sup. Ct. 1973); see also *Basanik v. Reed Prentice Div. of Package Mach. Co.*, 34 A. D. 2d 746, 310 N.Y.S. 2d 127 (1st Dept. 1970), *aff'd* 28 N.Y. 2d 770, 321 N.Y.S. 2d 376 (1971); Thus if Mrs. Furman remained a New York domiciliary from the time she lived in New York until the time of her husband's death, the New York statute of limitations must apply.

Defendants argue that there is a genuine question of fact regarding Mrs. Furman's domicile, but their argument fails to take account of the importance of intent in effecting a change in domicile. It is true that Mrs. Furman actually resided outside New York for a number of years while her husband served in the Air Force, and that the Furmans bought a house in Ohio and lived there from September 1968 to December 1969, while Major Furman was earning a Master's degree at Ohio State University. However, Mrs. Furman has testified that they bought the house only because they could not find a house to rent. They were in Ohio for the purpose of her husband's further education and did not consider it their permanent home. Having reviewed all of the affidavits, interrogatories and depositions submitted by the parties, I have concluded that no genuine dispute of fact exists; and that the New York Statute of Limitations must apply; and that the motion to strike the defense of the statute of limitations must be granted.

In my prior opinion I indicated that the case would be transferred to the Central District of California 14 days after the decision of these motions. The delay I then suggested now seems inappropriate since the parties have known of the impending transfer for some time and the related case is now actually ready for trial. The case will be transferred immediately.

So Ordered.

Dated: New York, New York  
January 29, 1974.

s/ KEVIN THOMAS DUFFY  
U. S. D. J.

Services of three (3) copies of  
the within *Appendix* <sup>is</sup>  
hereby admitted this *2<sup>nd</sup>* day,  
of *MAY*, 197*4*

*Rogers & Wells*  
Attorney for

*Defendant - Appellee*